

ESTTA Tracking number: **ESTTA715485**

Filing date: **12/17/2015**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91207895
Party	Plaintiff Hokie Objective Onomastics Society LLC
Correspondence Address	KEITH FINCH THE CREEKMORE LAW FIRM PC 318 N MAIN STREET BLACKSBURG, VA 24060 UNITED STATES iplaw@creekmorelaw.com, keith@creekmorelaw.com
Submission	Plaintiff's Notice of Reliance
Filer's Name	Keith Finch
Filer's e-mail	iplaw@creekmorelaw.com, keith@creekmorelaw.com
Signature	/Keith Finch/
Date	12/17/2015
Attachments	Continuation Sheet 4th.pdf(22713 bytes) HOOS - Opposer's Fourth Notice of Reliance_Part41.pdf(5032699 bytes) HOOS - Opposer's Fourth Notice of Reliance_Part42.pdf(5048567 bytes) HOOS - Opposer's Fourth Notice of Reliance_Part43.pdf(4488950 bytes) HOOS - Opposer's Fourth Notice of Reliance_Part44.pdf(4426241 bytes) HOOS - Opposer's Fourth Notice of Reliance_Part45.pdf(4406273 bytes) HOOS - Opposer's Fourth Notice of Reliance_Part46.pdf(5108043 bytes) HOOS - Opposer's Fourth Notice of Reliance_Part47.pdf(3147471 bytes) HOOS - Opposer's Fourth Notice of Reliance_Part48.pdf(4954852 bytes) HOOS - Opposer's Fourth Notice of Reliance_Part49.pdf(4324271 bytes) HOOS - Opposer's Fourth Notice of Reliance_Part50.pdf(4955344 bytes) HOOS - Opposer's Fourth Notice of Reliance_Part51.pdf(4208842 bytes) HOOS - Opposer's Fourth Notice of Reliance_Part52.pdf(1029693 bytes)

Attachments to
Opposer's Fourth Notice of Reliance
(continued)

Dudding, Sharon

From: Rick Barakat [RBarakat@ISPSports.com]
Sent: Thursday, April 15, 2010 10:37 AM
To: White, Locke; Kevin Klammer
Cc: Dudding, Sharon
Subject: RE: HokieBikes.com

Locke,
Good to know. Glad we checked. At least you guys now have the information you need to pursue this situation further on your end if you choose.

Obviously, we will terminate our proposed agreement with them until/if they get a license to produce from you.

Rick

From: White, Locke [mailto:lowwhite@vt.edu]
Sent: Thursday, April 15, 2010 8:26 AM
To: Kevin Klammer
Cc: Rick Barakat; Dudding, Sharon
Subject: FW: HokieBikes.com

Kevin,

Thanks for the heads-up. Those guys are NOT licensed with us now. Obviously please do not do anything with them.

If you get a chance bring that bike over here. I can sign the ad agreement at that time.

Thanks again!

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748



From: Dudding, Sharon
Sent: Thursday, April 15, 2010 8:23 AM
To: White, Locke
Subject: RE: HokieBikes.com

No, they were terminated last year's renewals

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061

Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

From: White, Locke
Sent: Thursday, April 15, 2010 8:20 AM
To: Dudding, Sharon
Subject: FW: HokieBikes.com

S,

Please see if they are licensed with us.....Thx

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748



From: Kevin Klammer [<mailto:KKlammer@ISPSports.com>]
Sent: Wednesday, April 14, 2010 9:25 PM
To: White, Locke
Cc: Rick Barakat
Subject: HokieBikes.com

Locke,

Per your conversation with Rick about HokieBikes.com, please visit their website (<http://www.hokiebikes.com/>) and let us know if you approve of their usage of official marks and incorrect color scheme and if you think it's a good idea to move forward marketing this product at the spring game in a week and a half.

Here is the parent site: www.collegebikes.com

Here is how their product looks for Maryland: <http://www.terpsbikes.com/>

Looking forward to catching up with you after the wedding.

Thanks,
Kevin

Kevin Klammer
Senior Account Executive
Virginia Tech ISP Sports Network
250 South Main Street, Suite 224
Blacksburg, VA 24060
540-961-7604 ext. 3 (direct)
540-605-6429 (cell)
540-961-7606 (fax)
kklammer@ispsports.com

ISP | America's Home for College Sports
ISPsports.com
HokieSports.com

Dudding, Sharon

From: White, Locke
Sent: Tuesday, March 02, 2010 8:08 AM
To: Dudding, Sharon
Subject: RE: Licensing

The two retailers were grandfathered in. The other one is a media site.

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748

-----Original Message-----

From: Dudding, Sharon
Sent: Tuesday, March 02, 2010 7:22 AM
To: White, Locke
Subject: FW: Licensing

Are these grandfathered in? This guy is becoming obnoxious....
Sharon

~~~~~  
Sharon Dudding  
~~~~~

-----Original Message-----

From: John DeVerno [<mailto:jd13@vt.edu>]
Sent: Monday, March 01, 2010 4:33 PM
To: Dudding, Sharon
Subject: RE: Licensing

There is a Yahoo! Sports owned site called "hokiehaven.com" that uses the term "Hokie". Also, there are two establishments in Blacksburg called "Hokie House" and "Hokie Spokes". If you can let me know how they came to do so it would be much appreciated.

John

Quoting "Dudding, Sharon" <duddings@vt.edu>:

> Without knowing the websites I really can't answer that. We do allow
> retailers who are selling licensed Virginia Tech products.
> Thank you,
> Sharon

> ~~~~~

> Sharon Dudding
> Licensing Manager
> Southgate Drive 0161
> Blacksburg, VA 24061
> Ph-540-231-3748
> Fax-540-231-3878

> ~~~~~

>

> -----Original Message-----

> From: John DeVerno [<mailto:jd13@vt.edu>]

> Sent: Monday, March 01, 2010 3:05 PM
> To: Dudding, Sharon
> Subject: RE: Licensing
>
>
> Hey Sharon,
>
> I have noticed there are other websites and establishments not
> affiliated with the university that use "Hokie" in their title. I
> was wondering how they got permission to do so, and if you would like
> to allow me to do so as well.
>
> Thanks again.
>
> John DeVerno
>
> Quoting "Dudding, Sharon" <duddings@vt.edu>:
>
>> I am sorry but VT is a registered mark of Virginia Tech as well.
>> Below are more that cannot be used.
>> Virginia Tech(r)
>> Hokies(r)
>> Virginia Tech Hokies(r)
>> Virginia Polytechnic Institute and State University(r) The Hokie
>> Bird The University Shield The University Seal The Athletic VT The
>> Hokie Tracks The Baby Hokie Bird
>>
>> Thank you,
>> Sharon
>> ~~~~~
>> Sharon Dudding
>> Licensing Manager
>> Southgate Drive 0161
>> Blacksburg, VA 24061
>> Ph-540-231-3748
>> Fax-540-231-3878
>> ~~~~~
>>
>> -----Original Message-----
>> From: John DeVerno [<mailto:jd13@vt.edu>]
>> Sent: Thursday, February 25, 2010 3:21 PM
>> To: Dudding, Sharon
>> Subject: Licensing
>>
>>
>>
>> Hello Ms. Dudding:
>>
>> Thank you for getting back to me regarding my licensing question.
>> Since I cannot use the "Hokies" verbiage on my website I was wondering if the "vt"
>> verbiage was trademarked by the university, and if i could use it
>> for the site.
>> Essentially it is going to be a site that makes it easier for
>> students to order food from restaurants in the Blacksburg area. If
>> you have any questions about what the website, I would be more than
>> happy to answer them for you.
>>
>> Thank you.
>>
>> John DeVerno
>>

White, Locke

From: Mouras, Steve
Sent: Wednesday, December 01, 2010 3:53 PM
To: White, Locke
Subject: RE: Hokie Express
Attachments: image001.jpg

Thanks Locke - I can rest easier now!

.....
Steve

From: White, Locke
Sent: Wednesday, December 01, 2010 3:46 PM
To: Mouras, Steve
Subject: Hokie Express

Steve,

Hope you are doing well.

I understand you and Larry discussed the use of "Hokie" by the BT. He wanted me to send you something in writing granting them permission for the usage. This email is giving BT permission to use "Hokie" on the bus, on the web site, and in promotional material. Anything else please have them contact me for permission.

Thanks

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark (0161)
202C Media Building
Blacksburg, VA 24061
(540) 231-3748



White, Locke

From: Hincker, Larry [hincker@exchange.vt.edu]
Sent: Monday, April 02, 2007 5:46 PM
To: White, Locke; Clough, Christopher
Subject: RE: Hokie Effect 2007

Just point them to your own guidelines.

Larry Hincker
Associate Vice President
University Relations
Virginia Tech
314 Burruss Hall
Blacksburg, VA 24061
540 231 5396
hincker@vt.edu

✕

From: Locke White [mailto:lowwhite@vt.edu]
Sent: Monday, April 02, 2007 1:56 PM
To: Hincker, Larry; Clough, Christopher
Subject: RE: Hokie Effect 2007

I know but I thought that I would ask. If I am not mistaken these two t-shirts are a very big deal with the SGA and all the students because they have a competition for the best design. When they come here with torches and pitchforks I will give them a map to your office!

Locke

At 01:31 PM 4/2/2007, Hincker, Larry wrote:

Indeed. We retired that logo everywhere in the university and no longer use it. This one is a No No.

Larry Hincker
Associate Vice President
University Relations
Virginia Tech
314 Burruss Hall
Blacksburg, VA 24061
540 231 5396
hincker@vt.edu

✕

From: Locke White [mailto:lowwhite@vt.edu]
Sent: Monday, April 02, 2007 10:12 AM
To: Hincker, Larry; Clough, Christopher
Subject: Fwd: Hokie Effect 2007

Either of you have a problem with the Fighting Gobbler t-shirt? This is for the maroon effect football

game so thousands will be printed.

Locke

Date: Mon, 02 Apr 2007 09:57:55 -0400
From: Tyler Patterson <TPATTERSON@SAYREINC.COM>
Subject: Hokie Effect 2007
To: Locke White <lowwhite@vt.edu>
Cc: Christine Kelley <ckelley@sayreinc.com>, Nick Samson <nsamson@sayreinc.com>
X-Mailer: Apple Mail (2.752.2)
X-Junkmail-Status: score=10/50, host=vivi.cc.vt.edu
X-Junkmail-SD-Raw: score=unknown,
 refid=str=0001.0A090201.46110C79.00B2,ss=1,fgs=0, ip=207.69.195.65,
 so=2006-09-22 03:48:54, dmn=5.2.121/2006-09-27
Original-recipient: rfc822;lowwhite@vt.edu

Hey Locke,

I got your email on the Fighting Gobbler. What the SGA is trying to portray is tradition and they were wanting to use the Fighting Gobbler and put VPI at the top. Can we use VPI anymore? Please let me know if you know of anything else we could use that would be geared towards tradition. Also let me know if the Orange Effect tee is approved. Thanks!

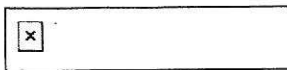
Tyler

Content-Id: <E7778DA3-D163-43A8-9F0A-7BEB70137BB2@local>
Content-Type: application/pdf;
 x-mac-type=50444620;
 x-unix-mode=0644;
 x-mac-creator=4341524F;
 name=Maroon Effect 07.pdf
Content-Disposition: inline;
 filename="Maroon Effect 07.pdf"

Content-Id: <5B6B2F38-7CD5-4A30-ABA3-D8CE5E669831@local>
Content-Type: application/pdf;
 x-mac-type=50444620;
 x-unix-mode=0644;
 x-mac-creator=4341524F;
 name=Orange Effect 07.pdf
Content-Disposition: inline;
 filename="Orange Effect 07.pdf"

Locke White
Director of Licensing

Virginia Tech
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748
lowwhite@vt.edu



Locke White
Director of Licensing

Virginia Tech
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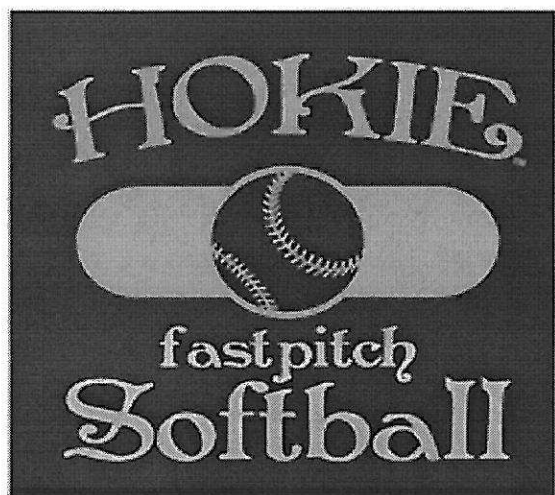


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image00238.jpg: 00000001,35892487,00000000,60b46221

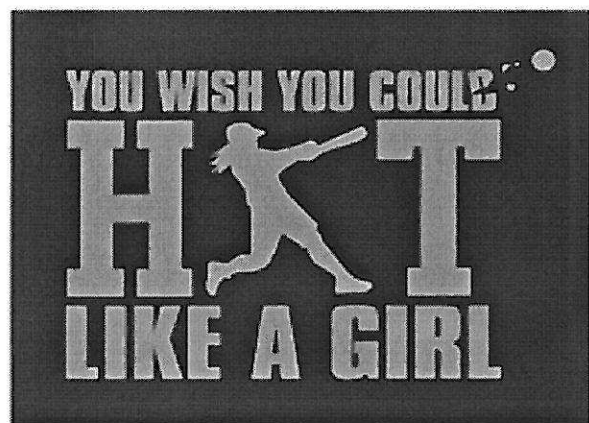
Dudding, Sharon

From: Dudding, Sharon
Sent: Wednesday, December 01, 2010 3:38 PM
To: White, Locke
Subject: another artwork

The verbiage is ok right?



Full front: 11"W x 9.75"H



Full back: 12.5"W x 9.15"H

Exper-T's
Custom and more with applications

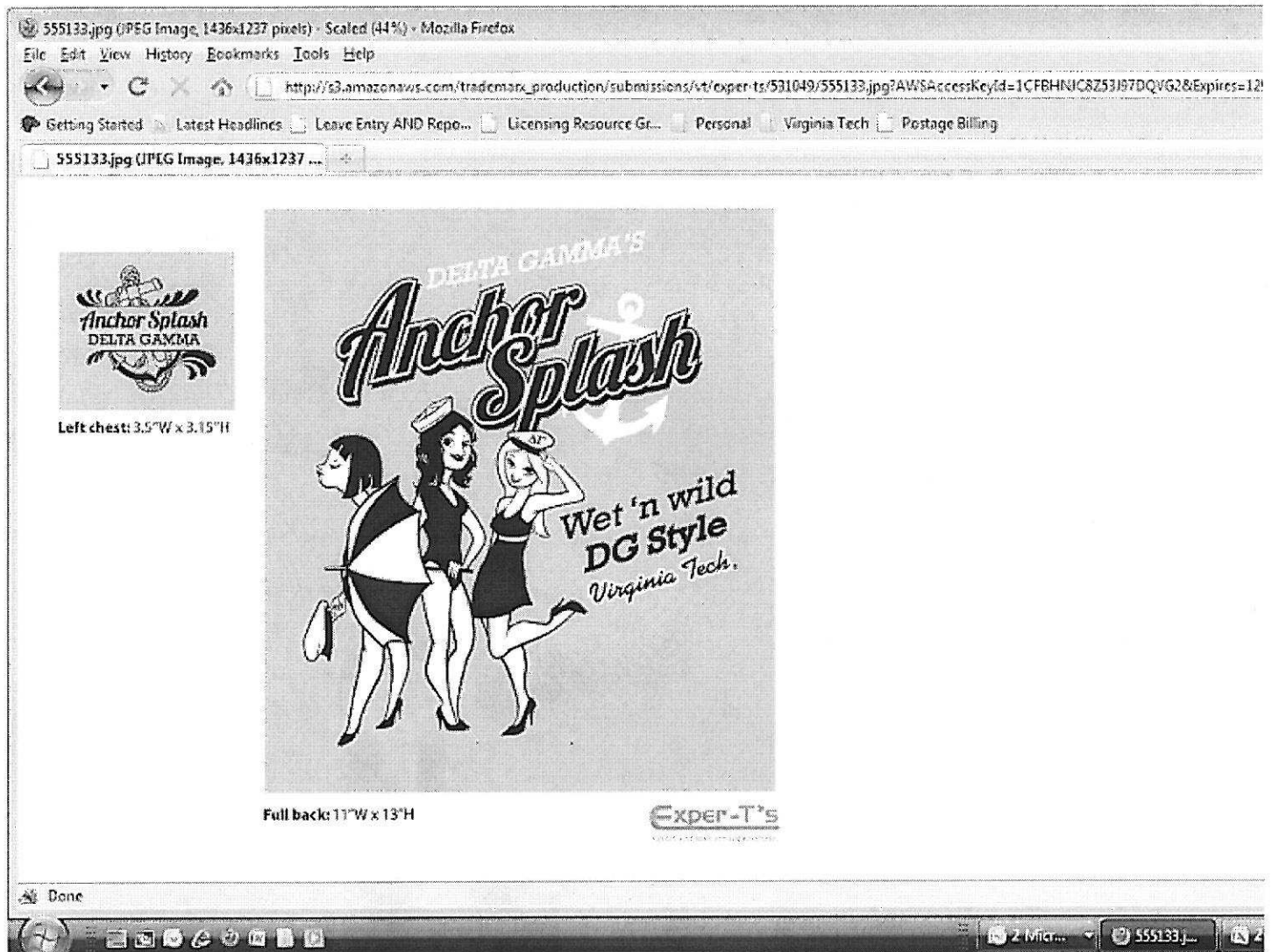
Done

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
202C Media Building 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

Dudding, Sharon

From: Dudding, Sharon
Sent: Monday, November 29, 2010 8:57 AM
To: White, Locke
Subject: 2 artwork approval

Are these ok?





~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
202C Media Building 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

White, Locke

From: White, Locke
Sent: Thursday, December 09, 2010 8:12 AM
To: 'owenzcrew@aol.com'
Subject: RE: Hokie Dokie Slogan
Attachments: image001.jpg

Miriam,

See answers below in red.

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark (0161)
202C Media Building
Blacksburg, VA 24061
(540) 231-3748



From: owenzcrew@aol.com [mailto:owenzcrew@aol.com]
Sent: Monday, December 06, 2010 8:51 PM
To: White, Locke
Subject: Hokie Dokie Slogan

Good evening,

A few months ago, I contacted you and you granted your approval for use the slogan "Hokie Dokie!". At that time, I was pursuing agreements with existing Virginia Tech licensees to use the slogan on merchandise that they were already producing. I have had only a fair amount of success with this, so I am now interested in approaching things from another angle. I wish to become a Virginia Tech licensee myself so that I (through my own company) can sell merchandise obtained from a wholesaler with the slogan and Hokie bird on it.

I am not sure where to begin with the licensing application and decided to write to you for added direction. I have had a graphic artist to sketch the Hokie Bird along with the slogan and now need clarification from you on how to proceed. I have reviewed the application, but still have a few questions.

Do I need to have a blank cap or t-shirt printed up with the graphic on it and submit this with the application? If so, will I need to use the approved colors/inks for this initial submission?

A blank cap or t-shirt is all we are looking for. We just need to see the quality.

In a previous email, you suggested that I start by submitting a generic sample without any logos on it. Did you mean, then, that I should submit a plain cap or shirt **with only my slogan on it** and no graphic of the Hokie Bird?

What information does the licensing office attempt to obtain from it's review of the submitted sample? Will I need to submit a sample of *each* different product that I intend to sell with "Hokie Dokie!" and the Hokie Bird on it?

Just a cap and shirt for now is fine.

How long does the application process generally take?

3-4 weeks.

Once approval is granted by the university, is additional approval needed from an entity like LRG?

We would just need notification if you are putting the logo on something else. If you change the artwork you need to first get approval for that. Both of these requirements can be done with emails.

Thank you so much for your kind assistance. Go Hokies!

Miriam Owens

Dudding, Sharon

From: Dudding, Sharon
Sent: Wednesday, May 19, 2010 11:28 AM
To: 'Genevieve Gallagher'
Subject: RE: Hokie bird cake

No, I am sorry we cannot allow this request for future orders. And no pictures on your website.

Thank you,
Sharon

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

From: Genevieve Gallagher [<mailto:gg@genevievescakes.com>]
Sent: Wednesday, May 19, 2010 11:26 AM
To: Dudding, Sharon
Subject: RE: Hokie bird cake

Thank you! Two last questions just to clarify- may I put the picture on my website, and may I e-mail and request permission in the future if I receive other requests?
Genevieve

From: duddings@vt.edu
To: gg@genevievescakes.com
Date: Wed, 19 May 2010 11:20:18 -0400
Subject: FW: Hokie bird cake

Genevieve,
Your cake is beautiful and we will give you onetime permission to do just the one cake for a Father's day gift. However, we cannot give you permission to do others in the future. This is an item that we cannot license because it is a perishable item.
Please let me know if you have any questions.
Thank you,
Sharon

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

From: Genevieve Gallagher [<mailto:gg@genevievescakes.com>]
Sent: Wednesday, May 19, 2010 10:37 AM

To: Dudding, Sharon
Subject: Hokie bird cake

Hi,

I'm a high school librarian and recently, a part-time cake baker and decorator. A friend asked me if I could make a Hokie Bird cake for her husband's birthday last month and I did, thinking nothing of it. But as I began thinking about turning my cake making hobby into a part-time business, the copyright implications of re-creating images became very clear to me.

I have another colleague who would like the same cake for her husband for Father's Day and I realized that before I went any further, I needed to start asking permission. I'm attaching the picture of the cake I've already made and I do apologize for not asking permission sooner (honestly, I was so flattered to be asked that I jumped at the opportunity without thinking). I'd like to have a picture of it on my website and, if requested, make it for future customers.

I am a very small operation. So far, I've only sold a few cakes to friends and members of my church, but as a librarian (and daughter of a graphic designer) I want to do my best in respecting copyrighted images. Please let me know if this would be acceptable to you.

Thanks for taking the time to consider my request,
Genevieve Gallagher

By the way- my friend's husband loved the cake- it was strawberry with cream filling and the burgandy fondant was chocolate flavored!



VT 020782

Dudding, Sharon

From: Dudding, Sharon
Sent: Tuesday, March 30, 2010 8:25 AM
To: 'glauren3@vt.edu'
Subject: FW: VT Logo
Attachments: AUVT Final Design.jpg

The VT needs to have a register mark, the last Virginia Tech needs to have a register mark.
Please update and resubmit.
Thank you,
Sharon

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

From: Lauren Gibboney [<mailto:glauren3@vt.edu>]
Sent: Monday, March 29, 2010 10:43 PM
To: Dudding, Sharon
Subject: RE: VT Logo

We will be ordering from High Peak Sportswear. The final design is attached. Please let me know if it is acceptable.

From: Dudding, Sharon [<mailto:duddings@vt.edu>]
Sent: Wednesday, March 17, 2010 10:03 AM
To: 'glauren3@vt.edu'
Subject: FW: VT Logo

Lauren,
All of the Virginia Tech marks need to have the register mark on them. ® (VT, Virginia Tech, Hokie Bird)
You may not use the elongated VT, so please change that.
Once you have those corrected please submit back to me via email. A list of our licensees who are approved to do Virginia Tech products are listed on our website http://www.branding.unirel.vt.edu/licensees_all.php Please let me know who will be doing the t-shirts.

Thank you,
Sharon

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
Ph-540-231-3748

---

**From:** Lauren Gibboney [<mailto:glauren3@vt.edu>]  
**Sent:** Tuesday, March 16, 2010 8:49 PM  
**To:** Dudding, Sharon  
**Subject:** VT Logo

Ms. Dunning,

My name is Lauren Gibboney, and I am on the Autonomous Underwater Vehicle Team. We wanted to put a VT logo on our team T-shirt, and were wondering if we were allowed to, and if there is any paperwork we would have to fill out. The T-shirt will only be sold to team members, and they will not be sold for a profit. Please let me know what I need to do. I sent an attachment of what the shirt would look like.

Lauren Gibboney  
Computer Science  
Virginia Tech 2013  
[glauren3@vt.edu](mailto:glauren3@vt.edu)  
757-613-1330



AUTONOMO  
UNDERWATER VEHICLE



Sponsored by  
Lockheed Martin  
The Mathworks  
Ware Laboratory  
Student Engineers  
at Virginia

## Dudding, Sharon

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**From:** Dudding, Sharon  
**Sent:** Friday, March 26, 2010 7:58 AM  
**To:** 'jbrewer@tweenbrands.com'; Michael Dwenger; Nikki Portman  
**Subject:** FW: Web approval for logo and phrase.  
**Attachments:** CollegiatePage\_LP-Mock1.jpg; CollegiatePage\_LP-Mock1\_LocatorOverlay.jpg

Jason,  
All artwork has to be approved through [trademarxonline.com](http://trademarxonline.com)  
Please upload this for approval. Also Virginia Tech and Hokies need to have the register mark on them.  
The current artwork is listed on [trademarxonline.com](http://trademarxonline.com)

Thank you,  
Sharon

~~~~~  
Sharon Dudding
Virginia Tech
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

---

**From:** Jason Brewer [<mailto:JBrewer@tweenbrands.com>]  
**Sent:** Thursday, March 25, 2010 4:30 PM  
**To:** Dudding, Sharon  
**Cc:** Michael Dwenger; Nikki Portman  
**Subject:** Web approval for logo and phrase.

Sharon,

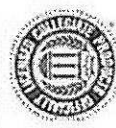
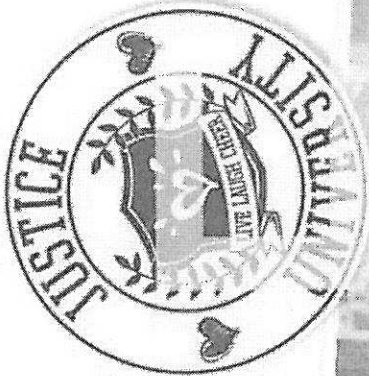
We are hard at work updating our Website for this year and very excited about the merchandise that has been developed for Virginia Tech @ Justice, through 5<sup>th</sup> and Ocean. I am writing on our team's behalf to get approval for the use of the VT logo along with the phrase "Go Hokies" on our website, attached are the rough layouts for this year. If you have the latest updated logo we can use, please send this to the team. We will make sure we send you another revised copy of the website once we are ready to launch for a second round of approvals. Thanks again and we look forward to another great year.

Sincerely,  
Jason

[www.shopjustice.com](http://www.shopjustice.com)

**Jason Brewer**  
**Buyer, License**  
**Justice Stores**  
[jbrewer@tweenbrands.com](mailto:jbrewer@tweenbrands.com)  
Phone 614-775-3804  
8323 Walton Parkway  
New Albany, OH 43054  
Fax 614-775-3907

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## STORE LOCATOR

select a university to find out which stores are carrying your favorite school



the ohio state university  
go bucks



university of illinois  
go fighting illini



university of wisconsin  
go badgers



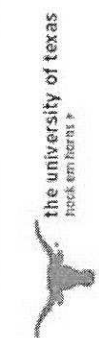
USC  
go trojan



university of georgia  
go bulldogs



university of missouri  
go tigers



the university of texas  
hock em horns



UNC  
go tar heels



university of miami  
go hurricane



purdue university  
go boiler makers



georgia tech  
go yellow jackets



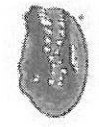
virginia tech  
go hokies



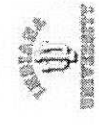
university of alabama  
roll tide



penn state university  
go nittany lions



university of florida  
go gators



indiana university  
go hoosiers



LSU  
go tigers



university of washington  
go huskies



auburn university  
go tigers



university of kentucky  
go wildcats



university of michigan  
go blue



UCLA  
go bruins



texas a & m  
go aggies



university of arizona  
go Wildcats



## Dudding, Sharon

---

**From:** Dudding, Sharon  
**Sent:** Wednesday, November 10, 2010 1:16 PM  
**To:** 'Jeff Church'  
**Cc:** 'jim@lrgusa.com'; White, Locke  
**Subject:** RE: Virginia Tech Slogan Idea

Jeff,  
My apologies, no that was not her phrase. But the phrase you are talking about again to the best of my knowledge is not trademark.  
Sharon

~~~~~  
Sharon Dudding
Virginia Tech
Licensing Manager
202C Media Building 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

---

**From:** Jeff Church [<mailto:jchurch@accolade-group.com>]  
**Sent:** Wednesday, November 10, 2010 12:08 PM  
**To:** Dudding, Sharon  
**Cc:** 'jim@lrgusa.com'; White, Locke  
**Subject:** RE: Virginia Tech Slogan Idea

So "Once a Hokie, Always a Hokie" is Miriam's phrase? She did not elaborate as to the nature of her phrase in her original email, and I have not had contact with her since.

I thought this was something that the customer had come up with on their own.

Thanks, Sharon.

-----Original Message-----

**From:** Dudding, Sharon [<mailto:duddings@vt.edu>]  
**Sent:** Wednesday, November 10, 2010 11:33 AM  
**To:** Jeff Church  
**Cc:** 'jim@lrgusa.com'; White, Locke  
**Subject:** RE: Virginia Tech Slogan Idea

Jeff,  
As I mentioned before Miriam Owens contacted Locke White regarding this phrase and it is ok for this to be used.  
To the best of my knowledge this is not a trademark phrase.  
Sharon

~~~~~  
Sharon Dudding
Virginia Tech
Licensing Manager
202C Media Building 0161
Blacksburg, VA 24061
Ph-540-231-3748


~~~~~  
**From:** Jeff Church [<mailto:jchurch@accolade-group.com>]  
**Sent:** Wednesday, November 10, 2010 11:26 AM  
**To:** Dudding, Sharon  
**Cc:** 'jim@lrgusa.com'  
**Subject:** RE: Virginia Tech Slogan Idea

Good morning, Sharon

I hope that you can give me some additional guidance on something,

See attached design that is part of our NFL Players program. We have a customer who would like us to create a VT version, but would like it to read "Once a Hokie, Always a Hokie" in place of "We are Virginia Tech".

I am wondering if this wording is allowable, and/or is it already trademarked by anyone that you know of? I do not want to say that we can do it, unless I am comfortable that it would pass muster with you folks.

Please advise.  
Many thanks  
Jeff

-----Original Message-----

**From:** Dudding, Sharon [<mailto:duddings@vt.edu>]  
**Sent:** Friday, October 29, 2010 9:09 AM  
**To:** Jeff Church  
**Subject:** RE: Virginia Tech Slogan Idea

Jeff,  
This is legitimate. She does have a catchy phrase and she has approval to use this.  
Hope this helps,  
Sharon

~~~~~  
Sharon Dudding
Virginia Tech
Licensing Manager
202C Media Building 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

---

**From:** Jeff Church [<mailto:jchurch@accolade-group.com>]  
**Sent:** Thursday, October 28, 2010 5:38 PM  
**To:** Dudding, Sharon  
**Subject:** FW: Virginia Tech Slogan Idea

Hi Sharon -

Is this a legitimate, VT Licensing approved thing? I am hesitant to respond unless I know that you are truly onside.

Many thanks

Jeff

*Jeff R Church  
Head of Collegiate Licensing - Levelwear  
Office 1-866-423-5071 ext. 284  
Mobile 416-986-2337*

**LEVELWEAR ...** *The worldwide leaders in Image Wear.*

-----Original Message-----

**From:** Miriam Owens [<mailto:owenzcrew@aol.com>]

**Sent:** Thursday, October 21, 2010 10:14 PM

**To:** [sales@levelwear.com](mailto:sales@levelwear.com)

**Subject:** Virginia Tech Slogan Idea

Good evening,

My name is Miriam Owens. I am the mother of a student currently attending Virginia Tech. About a month ago, I started using a short, catchy phrase when corresponding with my son via email and text. It occurred to me that I had not seen any VT paraphernalia with this slogan on it, so I decided to pursue the possibility of partnering with companies such as yours, which are already licensed to sell, print, and promote VT merchandise with the hope of having the slogan printed on shirts, hats, towels, etc.

I envision the slogan printed on various types of paraphernalia along with the Hokie Bird logo and/or the VT logo. The Virginia Tech licensing office has approved the slogan for use by any of its licensees. I am interested in partnering with your company to bring the slogan to market on the merchandise you are already producing, charging only a small royalty fee. Please advise as to whether or not your company might be interested in further discussing the use of my slogan on the VT merchandise that you currently sell. I'm confident that we will be able to come up with an agreement that is both fair and profitable for all interested parties.

If you are interested in discussing the possibility of working together, I would be happy to send you a non-disclosure agreement for your perusal at the email or physical address of your choosing.

Thank you for your time and consideration,

Miriam Owens  
Cell: (804) 922-7640

## Dudding, Sharon

---

**From:** White, Locke  
**Sent:** Tuesday, October 26, 2010 7:34 AM  
**To:** Dudding, Sharon  
**Subject:** RE: 2 artwork questions.....

Not a problem.

We do not waive royalties if they are not affiliated with a university group.

Locke White  
Director of Licensing  
Virginia Tech Licensing & Trademark  
Southgate Drive (0161)  
Blacksburg, VA 24061  
(540) 231-3748



---

**From:** Dudding, Sharon  
**Sent:** Tuesday, October 26, 2010 7:22 AM  
**To:** White, Locke  
**Subject:** 2 artwork questions.....

1.

Is this too similar to the Under Armour thing "protect this house" Is this ok

<< OLE Object: Picture (Device Independent Bitmap) >>

2.

They want royalties waived for this, It's not an RSO nor a department, "to be worn in support of the Hokies for the Wounded"

To be worn in support of Hokies for the Wounded. Approved? Waived? Thanks

<< OLE Object: Picture (Device Independent Bitmap) >>

~~~~~  
Sharon Dudding
Virginia Tech
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

## White, Locke

---

**From:** White, Locke  
**Sent:** Wednesday, August 04, 2010 11:29 AM  
**To:** Lipsey, Lisa  
**Subject:** RE: Beautiful Gardens' Hokie daylily

Lisa,

Unfortunately the university will not budge on that one.....Sorry!

Locke White  
Director of Licensing  
Virginia Tech Licensing & Trademark  
Southgate Drive (0161)  
Blacksburg, VA 24061  
(540) 231-3748

-----Original Message-----

From: Lisa Lipsey [mailto:llipsey@vt.edu]  
Sent: Wednesday, August 04, 2010 8:47 AM  
To: White, Locke  
Subject: RE: Beautiful Gardens' Hokie daylily

Hi Locke,  
Would it be possible for us to register and pay royalties for the name 'Hokie Spirit'? or is it completely out of our consideration?  
Lisa

At 01:10 PM 7/27/2010, you wrote:

>Lisa,  
>  
>I certainly understand your disappointment and I will try to explain further.  
>  
>The trademarks are obviously very important to the university from a  
>number of different standpoints. We have an entire department to  
>protect their usage because they do represent the university. From a  
>financial perspective, licensing the trademarks to outside companies  
>brings in millions of dollars for scholarships. For all these reasons  
>obviously we have to be very careful controlling how they are used and  
>who uses them. It looks like your group has close ties to the  
>university in a number of different ways but there are others who do  
>not. What you are asking permission to do is for the university to  
>give up ownership of one of the trademarks to a consortium of owners  
>that we simply cannot do.  
>  
>Regarding the name itself, "Hokie Spirit" was used in connection with  
>the tragedy. The university has decided to discontinue the use of that  
>term.  
>  
>And lastly, our department does waive royalties for departmental/RSO  
>fundraisers selling t-shirts, etc. however this is only for short  
>periods of time and for certain events.  
>

>Hope you understand the situation better.

>

>Locke White

>Director of Licensing

>Virginia Tech Licensing & Trademark

>Southgate Drive (0161)

>Blacksburg, VA 24061

>(540) 231-3748

>

>

>

>

>-----Original Message-----

>From: Lisa Lipsey [mailto:llipsey@vt.edu]

>Sent: Tuesday, July 27, 2010 10:39 AM

>To: White, Locke

>Cc: Doug@GreatBigGreenhouse.com; duisnursery@att.net;

>rick.baker@vdacs.virginia.gov; info@vnla.org

>Subject: RE: Beautiful Gardens' Hokie daylily

>

>Locke,

>As you know, we are very disappointed and don't understand the  
>reasoning behind the decision. If you could explain what the several  
>reasons are, I would appreciate it. And does this decision exclude us  
>from registering the name and paying royalties? Thanks, Lisa

>

>At 10:08 AM 7/27/2010, you wrote:

> >Lisa,

> >

> >Unfortunately we have decided not to allow usage of the name. There  
> >are several reasons but the primary one is that we never allow usage  
> >of one of the trademarks beyond just placement on products.  
> >Obviously naming the daylily would go considerably further.

> >

> >Sorry!

> >

> >Locke White

> >Director of Licensing

> >Virginia Tech Licensing & Trademark

> >Southgate Drive (0161)

> >Blacksburg, VA 24061

> >(540) 231-3748

> >

> >

> >

> >

> >-----Original Message-----

> >From: Lisa Lipsey [mailto:llipsey@vt.edu]

> >Sent: Thursday, July 22, 2010 8:05 PM

> >To: White, Locke

> >Cc: Doug@GreatBigGreenhouse.com; duisnursery@att.net;

> >rick.baker@vdacs.virginia.gov; info@vnla.org; Niemiera, Alexander;

> >Barry Flinn; Linda Pinkham

> >Subject: Beautiful Gardens' Hokie daylily

> >

> >Locke,

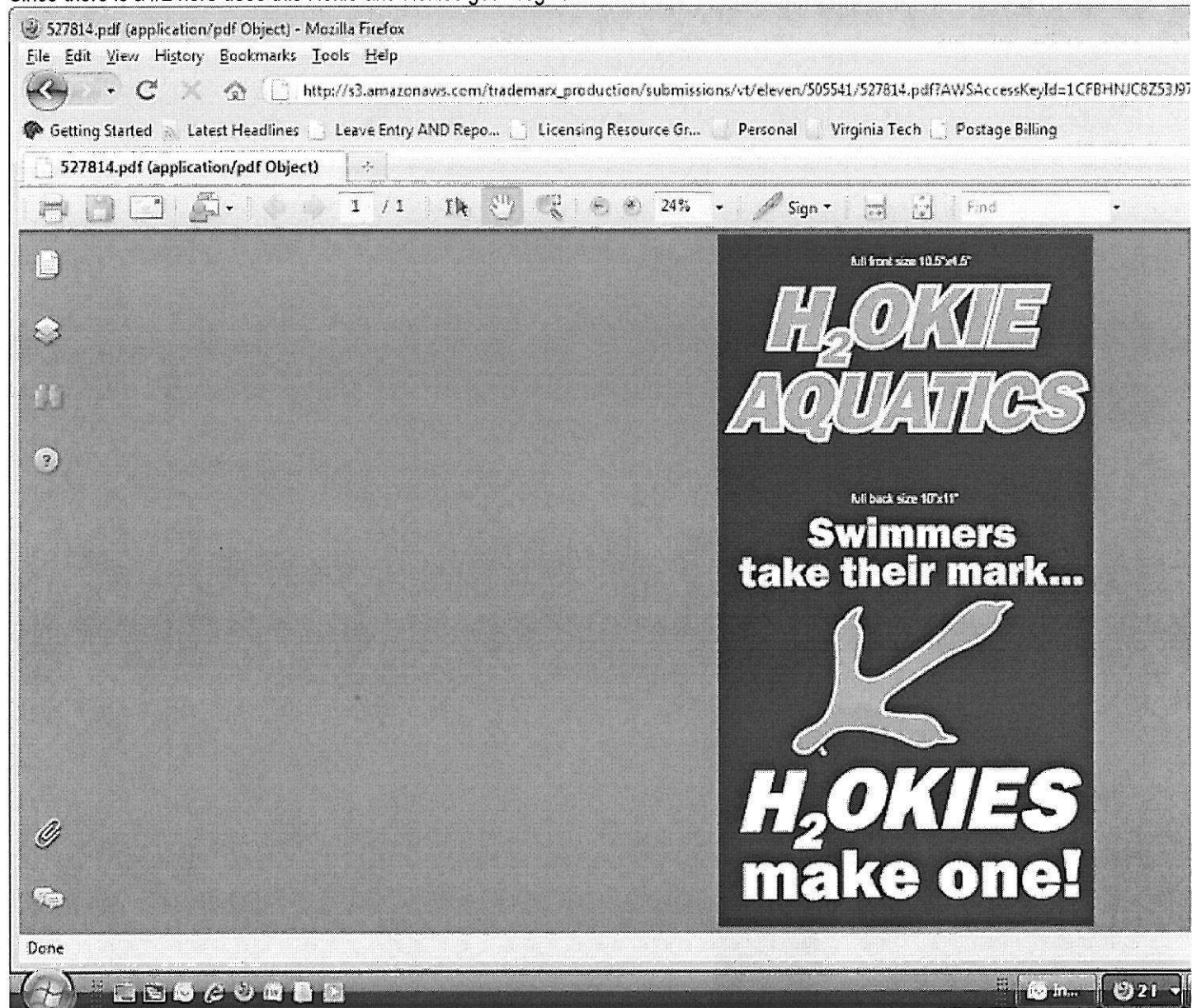
> >The attached document is more than a few words, but wanted

> >to give you a complete picture for consideration. As mentioned in  
> >the attachment, we would like to name our plant 'Hokie Spirit'. I  
> >have also attached a picture of the flower.  
> >Thanks so much for your time and work on this, Lisa  
> >  
> >  
> >Lisa Lipsey  
> >Program Coordinator  
> >Beautiful Gardens Plant Introduction Program  
> ><http://www.beautifulgardens.org>  
> >540-231-6961  
> >[llipsey@vt.edu](mailto:llipsey@vt.edu)

## Dudding, Sharon

**From:** Dudding, Sharon  
**Sent:** Wednesday, September 15, 2010 1:11 PM  
**To:** White, Locke  
**Subject:** artwork

Since there is a #2 here does this Hokie and Hokies get a register mark?



~~~~~  
Sharon Dudding
Virginia Tech
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878

Dudding, Sharon

From: Dudding, Sharon
Sent: Monday, September 13, 2010 11:00 AM
To: White, Locke
Subject: FW: Let's Go Hokies

So I would just tell them no, because ISP only allows official sponsors of VT athletics are allowed to use the term "Hokies" since its an official and trademarked word mark just like the logos

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

-----Original Message-----

From: White, Locke
Sent: Monday, September 13, 2010 10:53 AM
To: 'Rick Barakat'
Cc: Dudding, Sharon
Subject: RE: Let's Go Hokies

Rick,

I agree with you considering all the past history. We will deny the request.

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748

-----Original Message-----

From: Rick Barakat [<mailto:RBarakat@ISPSports.com>]
Sent: Monday, September 13, 2010 10:45 AM
To: White, Locke
Cc: Dudding, Sharon
Subject: RE: Let's Go Hokies

Locke,

It was great to have you and Pam...too bad the game didn't turn out better. You are welcome anytime...

This is actually a significant concern of ours. Only official sponsors of VT athletics are allowed to use the term "Hokies" since its an official and trademarked word mark just like the logos. We treat it the same when it helps drive traffic, brand a business and distribute promotional pieces such as coupons. As you know, we have been enforcing that for some time, including three ambush efforts in our local market already this year. Myself, Tim and Stephen Capaldo have all acted on these issues already (with your assistance). In fact, we don't even allow all of our sponsors to say "Hokies" for these same reasons, its dependent on their investment level and the intended medium for the application (i.e. we allow it for most clients in our publications such as the football game program).

Additionally, this particular client is even more of an issue as they were a sponsor last year, however, they defaulted on payment and are now costing us more money as we have had to send their account to collections to get the money we are owed. So, this would be the reason they tried to run around us and do it through the Collegiate Times.

Furthermore, it's a sensitive category given our official status and vending arrangement with PK's and Gumby's is one of their competitors.

So, given our model and situation, we would certainly prefer you not extend that benefit to any non-sponsors.

Thanks Locke.

Rick

-----Original Message-----

From: White, Locke [<mailto:lowwhite@vt.edu>]
Sent: Monday, September 13, 2010 8:08 AM
To: Rick Barakat
Cc: Dudding, Sharon
Subject: FW: Let's Go Hokies

Rick,

Thanks for the dry seats on Saturday!

Gumby's Pizza in town wants to do coupons with "Let's Go Hokies" on them (see below). I see this as just being supportive and not a way to imply sponsorship. I really do not have a problem with this but considering the other pizza restaurant I wanted to make sure you agree.

Thanks again!

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748

-----Original Message-----

From: Dudding, Sharon
Sent: Friday, September 10, 2010 2:17 PM
To: White, Locke
Subject: FW: Let's Go Hokies

Who would this need to go to?

-----Original Message-----

From: Lynn Hurst [<mailto:lynn.hurst@collegemedia.com>]
Sent: Friday, September 10, 2010 1:51 PM
To: Dudding, Sharon
Subject: Let's Go Hokies

Sharon,

Thank you for taking the time to speak with me today.

To recap, we have an advertiser, Gumby's Pizza here in town, who is running an ad with coupons. They would like to change the heading of their ad from "Welcome Back Students" to "Let's Go Hokies!!" We told the client that we would check, and that is why you are hearing from me. Our staff is trained to be aware of licensing and trademark issues and bring any questions to management. The last thing we want to do is cause a problem for ourselves or our clients.

Thank you for checking on this for me.

Sincerely,

Lynn Hurst

--

G. L. "Lynn" Hurst
Advertising & Marketing Adviser
Educational Media Company at Virginia Tech
(540) 961-9143

Dudding, Sharon

From: Dudding, Sharon
Sent: Thursday, April 15, 2010 9:01 AM
To: White, Locke
Subject: RE: HokieBikes.com

Sure will they open 8am pacific time.

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

From: White, Locke
Sent: Thursday, April 15, 2010 8:58 AM
To: Dudding, Sharon
Subject: RE: HokieBikes.com

Please call and tell them they are not licensed and to remove our bike.

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748



From: Dudding, Sharon
Sent: Thursday, April 15, 2010 8:23 AM
To: White, Locke
Subject: RE: HokieBikes.com

No, they were terminated last year's renewals

~~~~~  
Sharon Dudding  
Virginia Tech  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
Ph-540-231-3748  
Fax-540-231-3878  
~~~~~

From: White, Locke
Sent: Thursday, April 15, 2010 8:20 AM
To: Dudding, Sharon
Subject: FW: HokieBikes.com

S,

Please see if they are licensed with us.....Thx

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748



From: Kevin Klammer [<mailto:KKlammer@ISPSports.com>]
Sent: Wednesday, April 14, 2010 9:25 PM
To: White, Locke
Cc: Rick Barakat
Subject: HokieBikes.com

Locke,

Per your conversation with Rick about HokieBikes.com, please visit their website (<http://www.hokiebikes.com/>) and let us know if you approve of their usage of official marks and incorrect color scheme and if you think it's a good idea to move forward marketing this product at the spring game in a week and a half.

Here is the parent site: www.collegebikes.com

Here is how their product looks for Maryland: <http://www.terpsbikes.com/>

Looking forward to catching up with you after the wedding.

Thanks,
Kevin

Kevin Klammer
Senior Account Executive
Virginia Tech ISP Sports Network
250 South Main Street, Suite 224
Blacksburg, VA 24060
540-961-7604 ext. 3 (direct)
540-605-6429 (cell)
540-961-7606 (fax)
kklammer@ispsports.com

ISP | America's Home for College Sports
ISPsports.com
HokieSports.com

Dudding, Sharon

From: Dudding, Sharon
Sent: Friday, October 02, 2009 8:11 AM
To: White, Locke
Subject: RE: Hokie Oakley?

This is their actual web site

<http://blacksburgeye.com/vtstudents.aspx>

~~~~~  
Sharon Dudding  
Virginia Tech Licensing & Trademark  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
(540) 231-3748



---

**From:** White, Locke  
**Sent:** Friday, October 02, 2009 8:07 AM  
**To:** Dudding, Sharon  
**Subject:** RE: Hokie Oakley?

Good job! That irritates the heck out of me.

Locke White  
Director of Licensing  
Virginia Tech Licensing & Trademark  
Southgate Drive (0161)  
Blacksburg, VA 24061  
(540) 231-3748



---

**From:** Dudding, Sharon  
**Sent:** Friday, October 02, 2009 7:15 AM  
**To:** White, Locke  
**Subject:** Hokie Oakley?

Didn't you check on this a while back?

<http://blacksburgeye.com/CustomOakley.aspx>

~~~~~  
Sharon Dudding

Virginia Tech Licensing & Trademark
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
(540) 231-3748



Only Fax

FYI /comment

Manti
4-6-92

FAXED
4-6-92

April 6, 1992

John Giesen
Eleven West, Inc.
Route 2, Box 248A
Radford,, VA 24141

Dear Mr. Giesen,

Virginia Tech will begin independent administration of its Licensing Program on July 1, 1992. The Collegiate Licensing Company has been informed of this decision and details for the transition have been established.

For your information, each aspect of Virginia Tech's transition to independent licensing administration is outlined below:

APPLICATION

All current licensees and new applicants are required to submit a new application to Virginia Tech. This is necessary because we need up-to-date information on all licensees. The application is enclosed and should be completed and returned no later than April 20. Upon receipt of the application, we will forward a new licensing agreement to you. The \$35 application fee is being waived for all current licensees.

LICENSING AGREEMENT

All vendors are required to sign a new licensing agreement with Virginia Tech. The contract will go into effect July 1, 1992. Contracts will be mailed to you on April 20, if we have received your completed application form. The signed contract should be returned to Virginia Tech no later than May 15. The royalty advance of \$200 will be waived for the first year; however, beginning July 1993, the \$200 advance royalty/guarantee will be required to renew your licensing agreement with Virginia Tech. **The new agreement executed with Virginia Tech will supersede your current contract with The Collegiate Licensing Company should the contract periods overlap.**

DESIGN APPROVAL

Beginning July 1, 1992, all designs must be submitted

Virginia Tech Licensing
Page Two

directly to Virginia Tech for approval. We will require all current Virginia Tech artwork to be submitted with the signed licensing agreement so that we can verify the appropriateness of these designs and the consistent use of the TM designation. All designs currently being used will require reapproval by Virginia Tech. We trust this advance notice will allow ample time for you to compile the art file.

If you wish to begin sending new designs to Virginia Tech for approval prior to July 1, this is acceptable. I will approve the design and forward notification of the approval to The Collegiate Licensing Company. **Please be advised that Virginia Tech requires the submittal of actual product samples for approval.**

ROYALTY PAYMENTS

Beginning July 1, 1992, all royalty payments must be submitted directly to Virginia Tech. Payments are due on a quarterly basis and payment procedures are the same as those currently required in your contract with The Collegiate Licensing Company. Please note that **Virginia Tech's royalty rate will be 7% beginning July 1, 1992.** Royalty payment forms will be mailed to you with your executed licensing agreement.

LABELING REQUIREMENTS

Beginning July 1, 1992, all licensed Virginia Tech merchandise will require the use of the red and blue "Collegiate Licensed Merchandise" label. Virginia Tech is a member of the Independent Labeling Program and all requirements imposed under the program apply to Virginia Tech merchandise. **The licensee's name must appear on the product itself or on the label/handtag.**

PHASES OF THE AGREEMENT

Virginia Tech's licensing process is composed of three phases. Each phase must be completed before a company can become licensed with Virginia Tech.

Phase One: The applicant completes an application form and returns it to Virginia Tech with a non-refundable administrative fee of \$35. For new applicants, samples of products the applicant wishes to produce for Virginia Tech must be submitted at this time. Virginia Tech marks do not need to be used on these products in this phase of the

Virginia Tech Licensing
Page Three

process. Please note that we are waiving the requirement to send in product samples for all current licensees unless you have a new product you wish to add to your license.

Phase Two: After reviewing and approving the application, Virginia Tech forwards a copy of the licensing agreement to the applicant. The applicant signs the agreement and returns it to Virginia Tech with an advance royalty fee of \$200 and proof of liability insurance coverage. **Virginia Tech must appear as additional insured as outlined in the licensing agreement. This is mandatory before any business may become licensed.** Please note that we are waiving the \$200 advance royalty fee for all current licensees; however, you will be required to meet the \$200 guarantee over the upcoming year.

Phase Three: If approved, Virginia Tech returns a fully executed copy of the licensing agreement, royalty payment forms, product approval forms and camera-ready artwork to the licensee and the process is complete. At this time, the licensee may begin submitting products for approval. For current licensees, the art file you submitted for reapproval will be returned to you at this time with approvals and/or comments.

TRADEMARK DESIGNATIONS

Virginia Tech requires the TM designation to accompany all Virginia Tech marks. When federal registration of Virginia Tech trademarks is completed, the circle R designation will be required. We will notify you when registration is finalized.

IMPORTANT DATES

April 8, 1992	Application sent to Licensee
April 20, 1992	Deadline for application to be returned to Virginia Tech. (The application fee and sample requirement are waived for current licensees.)
	Licensing agreement mailed to Licensees. (If application has been received.)
May 15, 1992	Deadline for signed licensing agreement to be returned to Virginia Tech. Proof of liability insurance coverage naming Virginia Tech as additional insured, as outlined in the agreement, and a

Virginia Tech Licensing
Page Four

current art file must accompany the agreement. The \$200 advanced royalty fee is waived for all current licensees; however, the \$200 guarantee must be met during the upcoming year.

June 1, 1992

Fully executed licensing agreement, art sheets, royalty payment sheets, camera-ready artwork, product approval sheets and reapproval of current art file will be mailed to licensee.

July 1, 1992

Beginning this date, all approvals must be mailed directly to Virginia Tech.

After this date, all royalty payments must be made directly to Virginia Tech. (Beginning with the quarter that runs from July 1 to September 30, 1992. First payment to Virginia Tech will be due October 1992.)

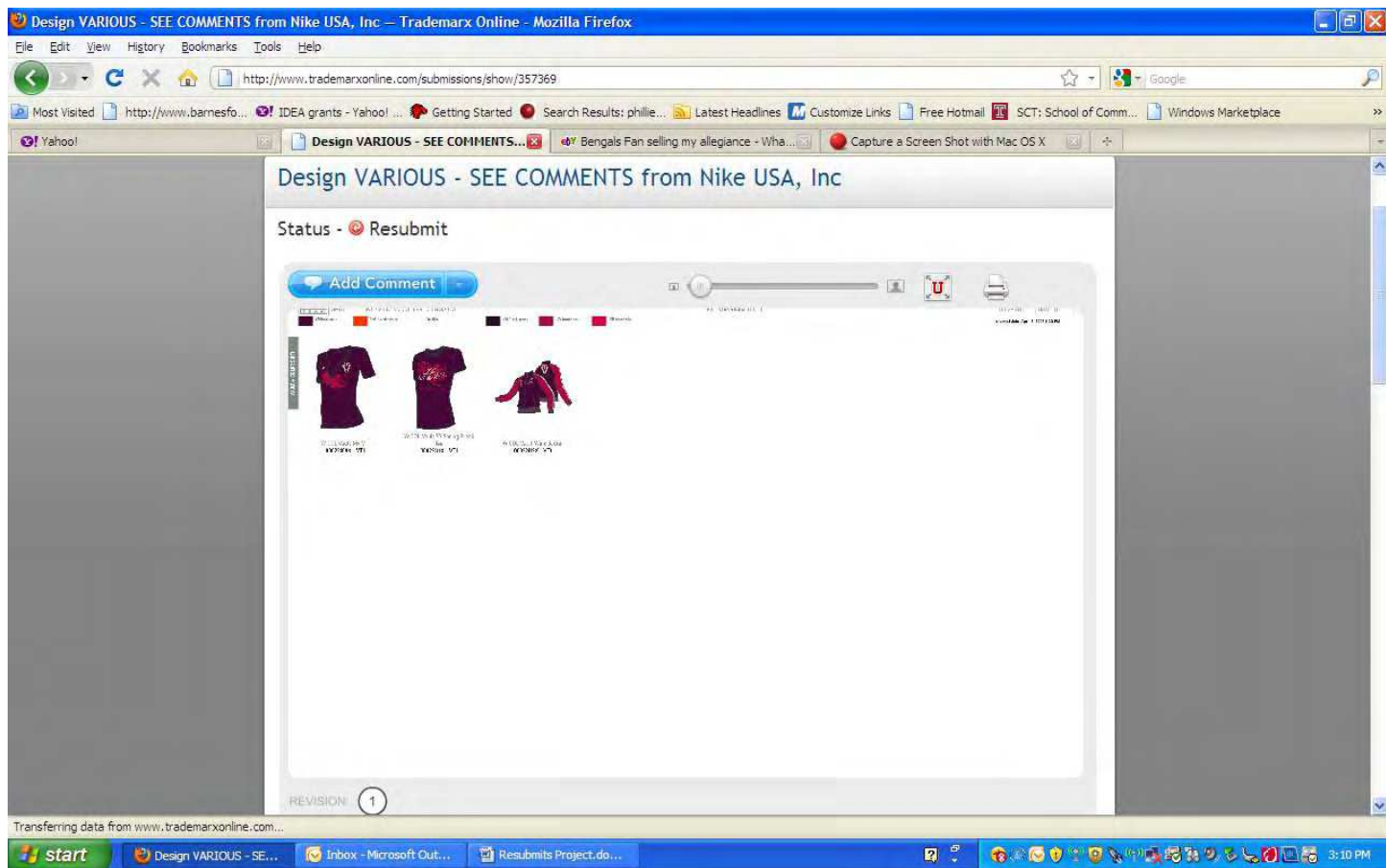
Beginning this date, the Collegiate Licensed Product" label is required on all Virginia Tech merchandise. The Collegiate Licensing Company label is not acceptable after this date.

Virginia Tech begins full independent administration of the Licensing Program.

Virginia Tech is confident that transition of the Licensing Program to independent status will be smooth and will not impose undue requirements on you as a licensee. I am available to discuss all aspects of this transition with you at your convenience and invite you to contact me if you have any questions or comments. We look forward to working with you!

Sincerely,

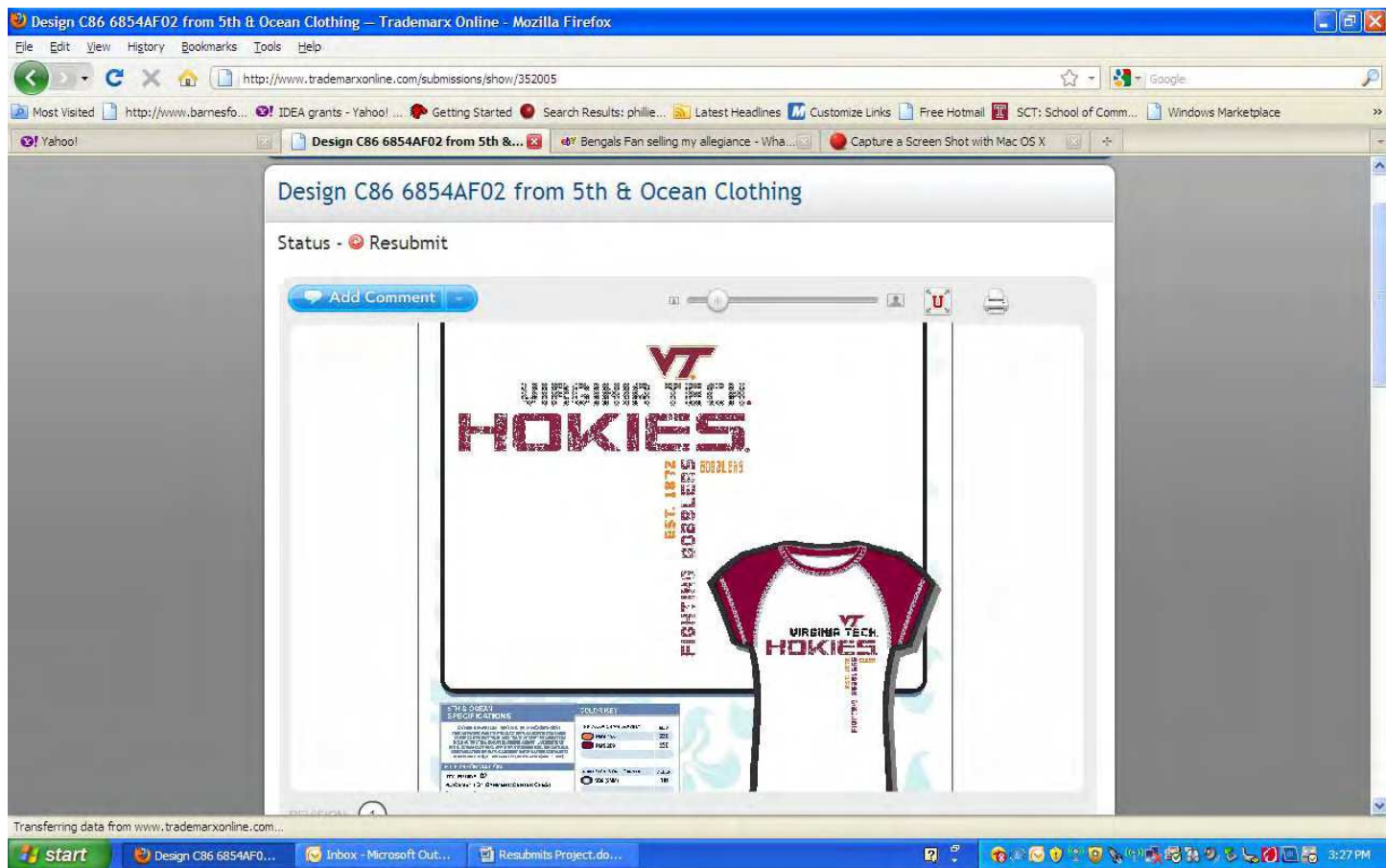
Martha Giesen Hale
Licensing Director



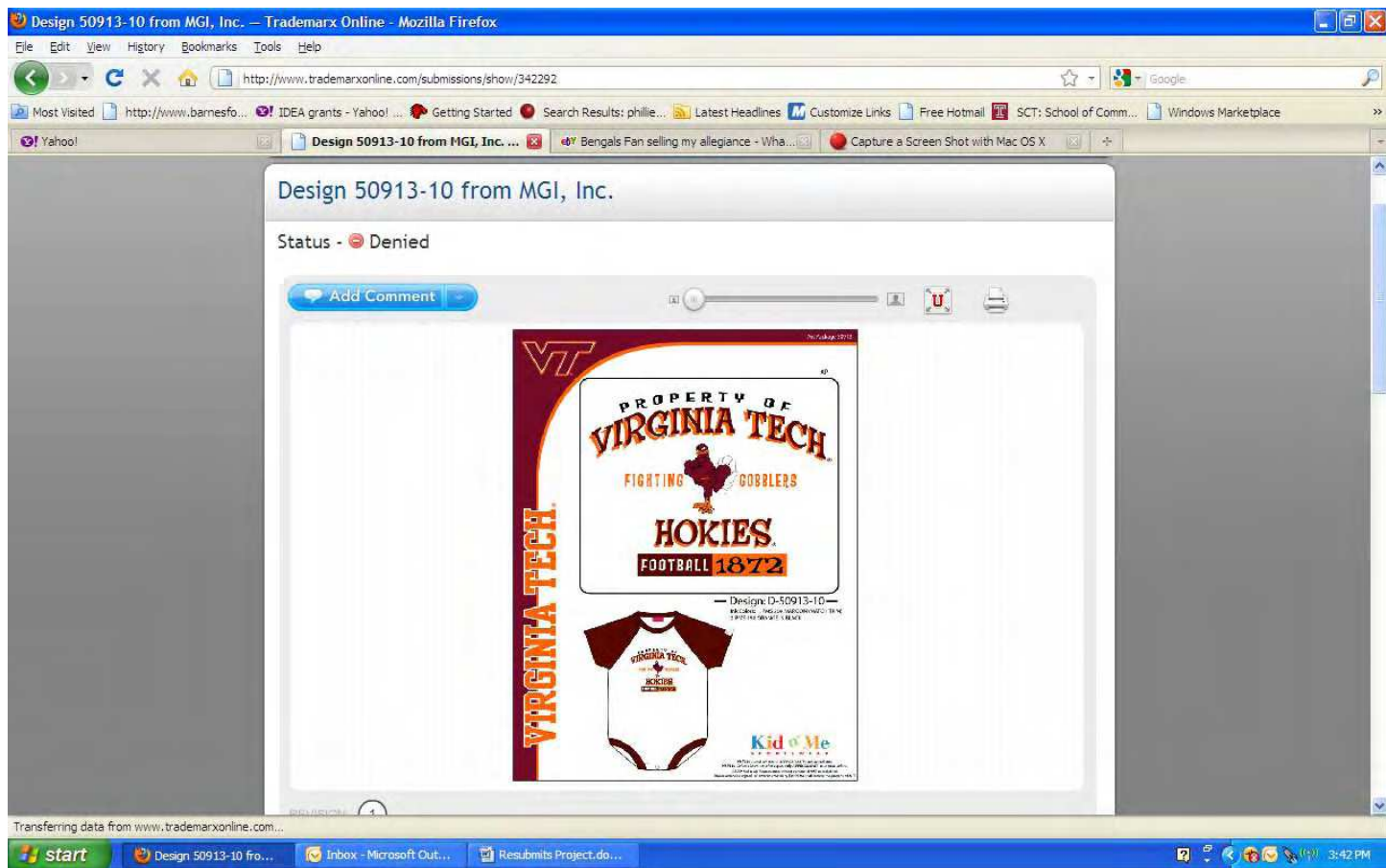
Licenser Notes Remove all fighting gobbler images



Licenser Notes No on VPI



Licensors Notes Remove all "Gobblers"



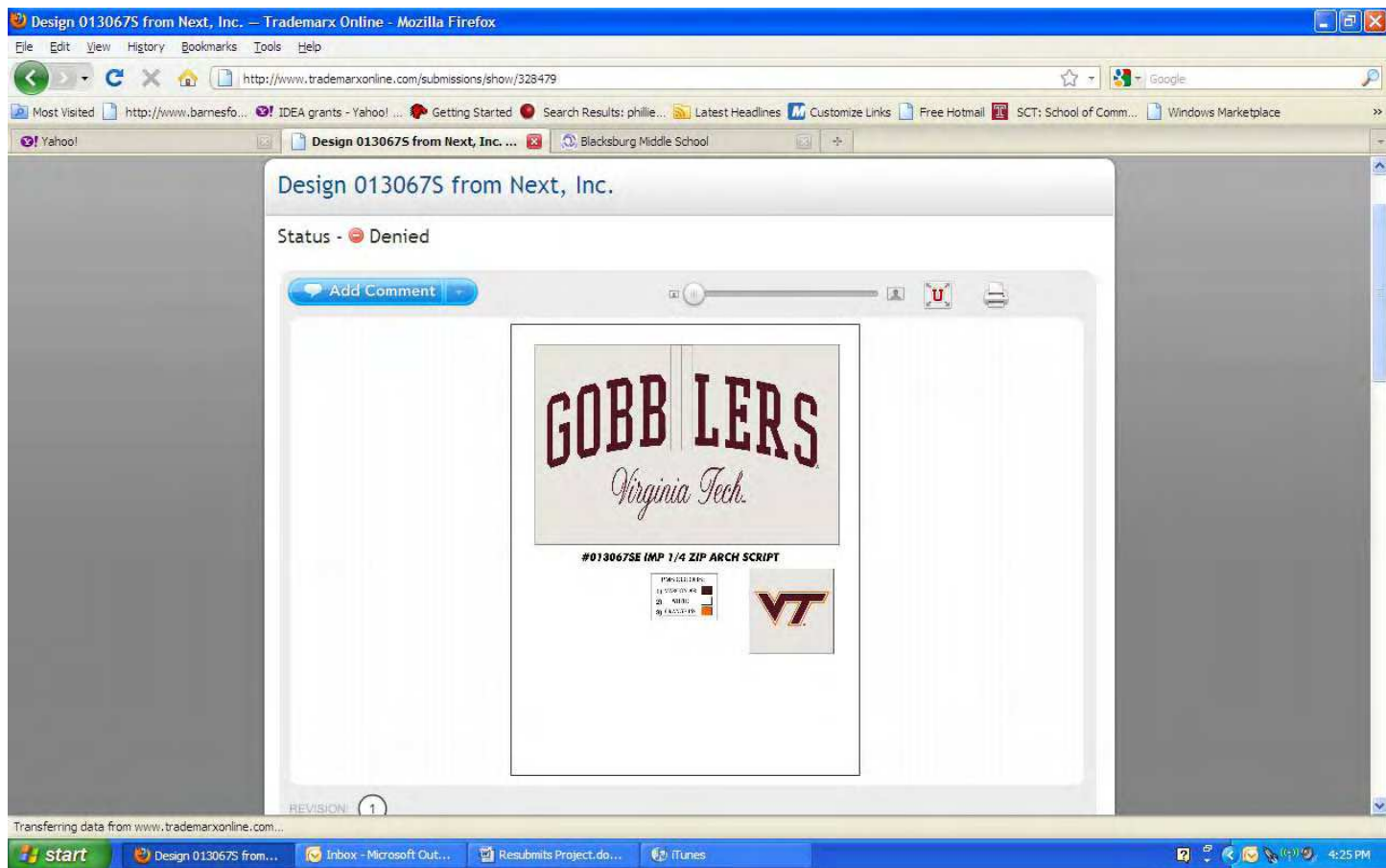
Licenser Notes No fighting gobblers



Licensors Notes No on Gobblers Remove seal



Licensors Notes "For life" is exclusive to our Alum. Asso.



Licenser Notes No on Gobblers



Licensors Notes Remove Fighting Gobblers

Trademarx Online - by Licensing Resource Group

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- [Artwork](#)

Design 59867 from Eleven West

Status - ● Denied



Comments

- Virginia Tech
Created on 12/13/2010 09:43:54 AM [Edit](#)
Only athletic department can use Gobblers

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DIVISION:	BRAND:	SEASON:	CREATION DATE:	REVISION DATE:	STYLE NUMBER:
NIKE BRAND SPORTS	NIKE TEAM SPORTS	Fall 2010	10/27/2009	11/12/2009	6390
LICENSE:	GARMENT DESCRIPTION:	SPEC NUMBER:	FIT:		
College	L/S "I AM - WE ARE" TEE	9015			
REFERENCE NUMBER:	Sample Size:	12/14	6	3T	
	8/18-12/14-16/18-20	4 - 5 - 6 - 7	2T - 3T - 4T		
(F 10)NCL-TEE6390					

FABRIC PLACEMENT	FABRIC	FABRIC CONTENT
BODY	JERSEY	100% COTTON - 150 GMMZ
COLLAR	1X1 RIB	97% COTTON 3% SPANDEX (DOUBLE LAYER) - 160 GMMZ



TEAM / COLORWAY	COLOR#1	COLOR#2	COLOR#3	COLOR#4	COLOR#5	COLOR#6	COLOR#7	COLOR#8
JERSEY, 1X1 RIB								
UC - SOUTHERN CALIFORNIA TROJANS	BURGUNDY							

Designed By: ALEX Detailed By: ALEX Checked By: Printed By: Kimone Young Page 1 of 7

Comments

- Virginia Tech
Created on 12/02/2010 08:33:10 AM [Edit](#)
Please add a TM to the word HOKIE and resubmit.

Trademarx Online - by Licensing Resource Group

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Design 33112-1892 from License House, The

Status - ● Denied



Comments

- Virginia Tech
Created on 09/22/2010 07:38:37 AM [Edit](#)
Please refer to the artwork page. All marks must have the register mark or the TM. NO Gobblers.
NO Fighting Gobblers. Hokie™ Bird not HokieBird™

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Design AP001923161-P from GFSI,Inc

Status - ● Denied



Licensors Notes Cannot use Fighting Gobblers

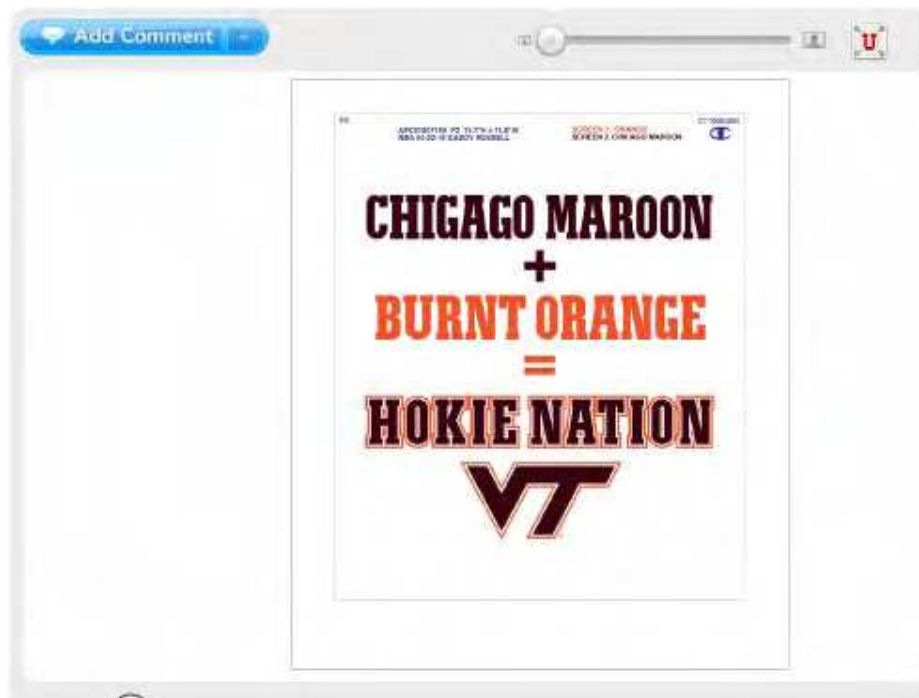
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Design APC01907180-P from Champion Custom Products

Status - ● Resubmit



Licensors Notes All marks are registered. Add register mark to Hokie as well

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- [Artwork](#)

Design APC01907173 from Champion Custom Products

Status - ● Resubmit



Licensors Notes All marks are registered. Place a register mark beside Hokie

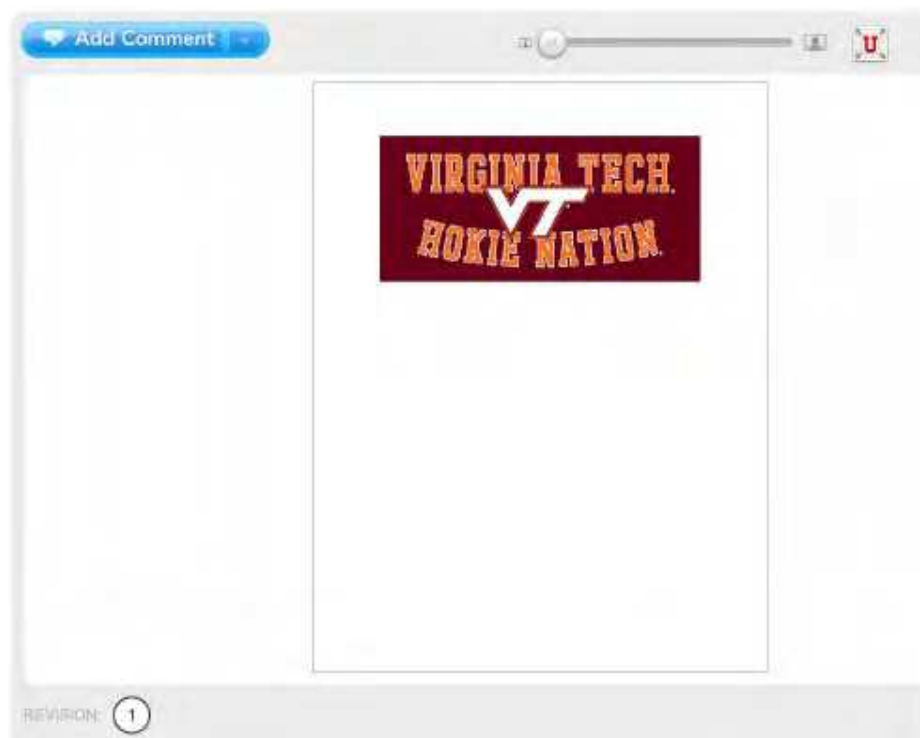
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Design SP272008 from MV Sport

Status -  Resubmit



Licensors Notes Remove the register mark from Nation and put on Hokie

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Design VT1LD10 from Computer Digital Imaging Corp.

Status - ● Resubmit



Licensors Notes All marks are registered. Please add register mark to Hokie

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Design MM4509-3 from J America, Inc.

Status - 🚫 Resubmit

[Add Comment](#)

J-AMERICA
SPORTSWEAR

Table 1: Size Chart - Size Range - Color Code
MM4509-3 Virginia Tech MA
Size: Chest / Neck / Sleeve / Length / Waist / Hip
10 30-32 14 34-36 34-36 34-36
10 05-21

Qty: Price: Total:

Source

	A	B	C	D
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

Embroidery



Item	Color	Size	Qty	Unit Price	Total Price	Material	Notes
MM4509-3	COLORED (MA) - 100% Cotton	100%	10	\$15.00	\$150.00	100% Cotton	100% Cotton

REVISION: 1

click and drag

Licensors Notes Since this is a zip hood, please remove the register mark from Bird and place it on Hokie

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- [Submissions](#)
- [Artwork](#)

Design 27880 from T Formation of Tallahassee Inc.

Status -  Resubmit[illegible]

Licensors Notes all marks are registered. Please refer to the artwork page. Hokie and Virginia Tech needs to have a registered mark beside them.



Licensors Notes All marks are registered. Please place the register mark beside Hokie

B2B

VIRGINIA TECH
03.20.08 PA



Design: Back Designs

VPT30

Thread Colors:
Orange
Maroon

BACK: *width: 5.0cm height: 1.2cm



Back Flat
Embroidery

For Licensing only

Dk. Orange = PMS 165
Maroon = PMS 208
Orange = PMS 158

Licensors Notes Missing registered mark

PLEASE CHECK PROOF CAREFULLY FOR ARTWORK, SIZING & SPELLING



____ SPELLING

____ PLACEMENT

____ SIZE OF DESIGN

____ COLORS

____ LOCATION OF TM, © & ©

____ SIGNATURE FOR APPROVAL



Design# 8979 UVT08001
Family Crest
Full Front: 17" x 18.5"
Men's S/S Tees: Maroon

☐ Base White
☐ Orange 158
☐ 430 Gray
☐ Top White

☒ Black
☐
☐
☐



Licensors Notes We do not allow Gobblers.

STEP AHEADTM

SPORTSWEAR

MAC472 MAI3493 BEAMER



A DIVISION OF LAKESHIRTS
formerly Pride Graphics, Inc.

FIGHTING GOBBLEBLERS[®]



VIRGINIA TECH[®]
BLACKSBURG
1872



GARMENT COLORS:
r. maroon - OSHN

INK COLORS:



PRINT LOCATION
center chest

750 Randolph Rd. • Detroit Lakes, MN 58501
Phone 800-627-2780 • Fax 218-847-2226

Designs are subject to change pending licensing approval.
© Step Ahead a division of Lakeshirts, INC. Reproduction
without consent of Step Ahead is prohibited.

Virginia Tech

Design Name

Date Created 04/17/06

Date Revised 0/0/07

KM

Licenser Notes We do not use Gobblers



School: Virginia Tech

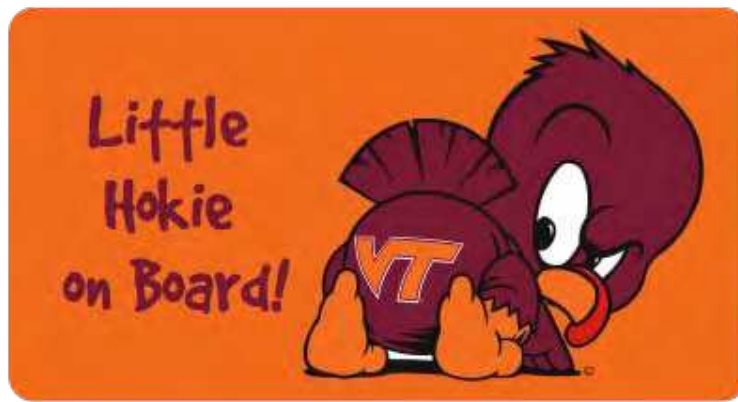
Product: Ceramic Photo Frame

Item Number: 2PFJ903

Colors: Pantone 209 Maroon, 158 Orange,
485 Red, Black, White

licensor Notes
REGISTERED.

Hokie is registered. ALL TRADEMARKS ARE



School: Virginia Tech

Product: Car Magnet

Item Number: 2AMJ903

Colors: Pantone 209 Maroon, 158 Orange,
485 Red, Black, White

**Licenser
Notes**

Hokie is registered. ALL
TRADEMARKS ARE
REGISTERED.



Licensor Hokie is registered

Notes

item# 2056 - 1 1/2 oz. shot glass

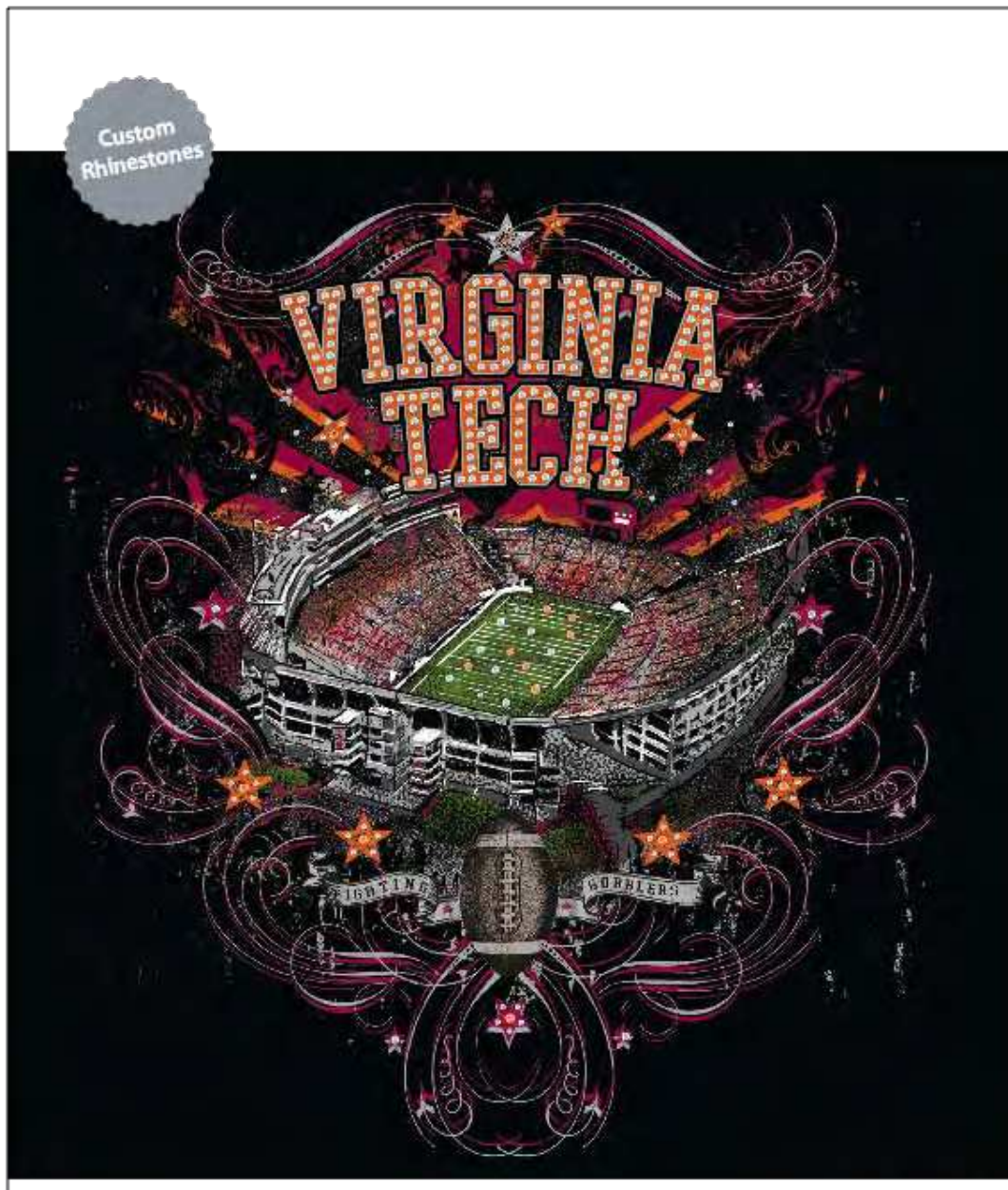
2 colors - maroon and white imprint



2056girl

Licensors All marks are registered.

Notes PLEASE make note of this!



Design Name: Virginia Tech Stadium	Design Number: 100340	Design Size: 18 x 20
Emb Code: DC6, TR-SS	Placement Code: PF	Notes: PMS208, 158, 363, CGRAY3C & 7C, WHITE
www.creativeapparelconcepts.com	ph 612.843.1845	tf 1.866.872.5262 fax 612.843.1850

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Licenser Notes Fighting Gobblers has to be removed

Licenser Notes Remove gobblers



Design Name: Virginia Tech Graffiti	Design Number: 100701	Design Size: 20 in x 27 in
Emb Code: BT 1	Placement Code: FT	Revision: Notes: pms 158c ink
www.creativeapparelconcepts.com	ph 612.843.1845	tf 1.866.872.5262 fx 612.843.1850

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GRAPHIC CODE

592 P7144

GARMENT COLOR

ORG

LOCATION

FULL CHEST

PROCESS

PRINT

INK COLORS

1. WHITE

2. PMS 7421



VIRGINIA TECH
HOKIES
VT

STYLE #: JMH0396
DESCRIPTION: LONG SLEEVED TEE
FABRIC: 100% COTTON
DESIGN CODE: P7144
PLACEMENT: FULL CHEST

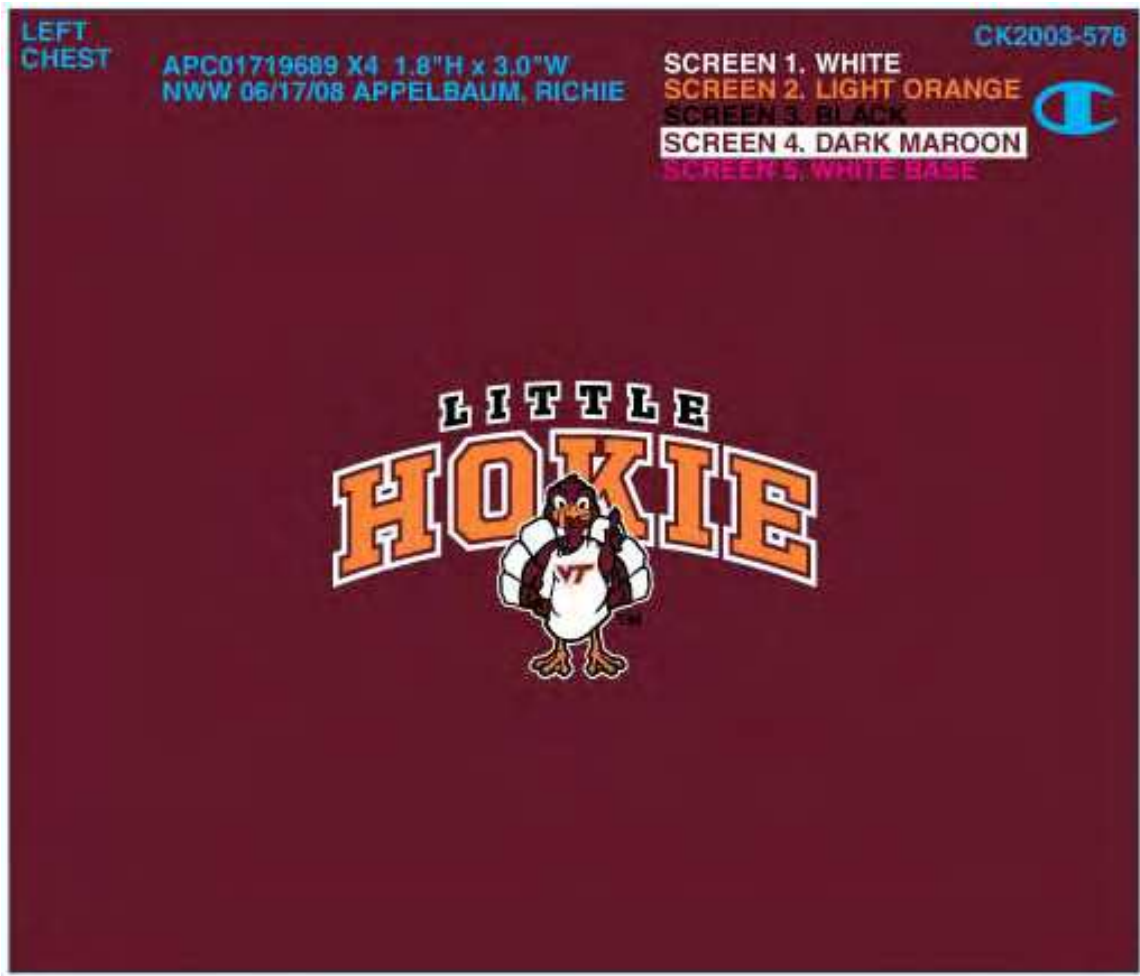
CONCEPT DESIGN

PLD 5/23/08

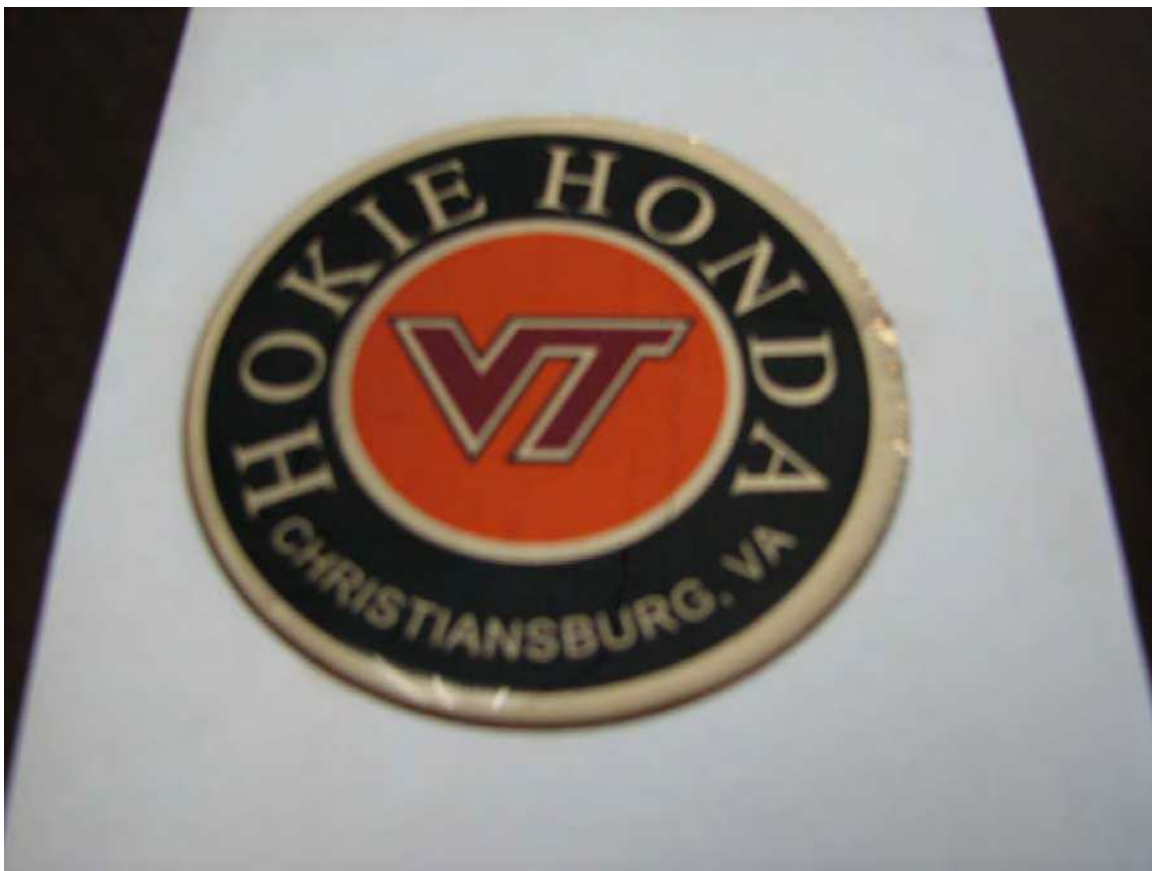
FALL 2008 

Licensors Notes
removed

Fighting Gobblers and any reference to gobbler needs to be removed



Licensors Notes Hokie is registered



Licenser Notes Implies a relationship with the University.



School: Virginia Tech

Product: Child's Melamine Dinner Set

Item Number: P114J903

Colors: Pantone 209 Maroon, 158 Orange, 485 Red, Black, White

Licensors Notes
gobbler

All marks are registered. Please refer to artwork. Cannot use

10/17/08 KL



D-48526-03

FC • P2

INK COLORS: 1. WHITE 2. PMS 158

REFER TO GRAPHIC: 47560-02



NOTE: Colors shown on color copies only APPROXIMATE true print colors.

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Licenser Notes Remove fighting gobblers



Swimmies

standard size

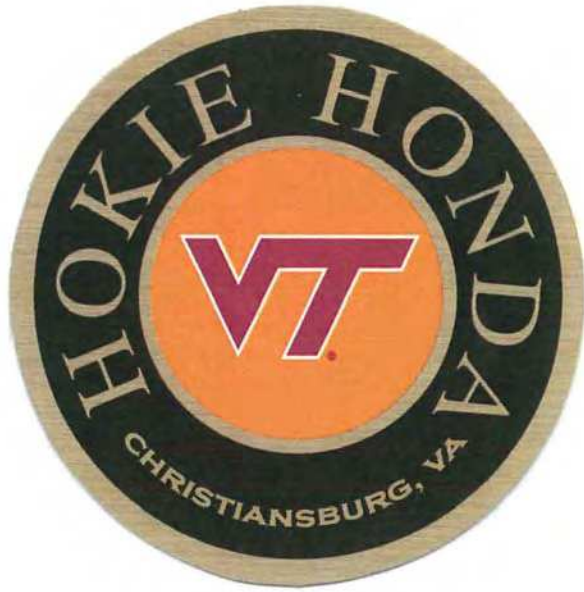
(inflatable arm bands for children)

• finished product will look like swimmies in the photo •



Virginia Tech Maroon	For Virginia Tech Maroon, use PANTONE® 208
Virginia Tech Orange	For Virginia Tech Orange, use PANTONE® 158

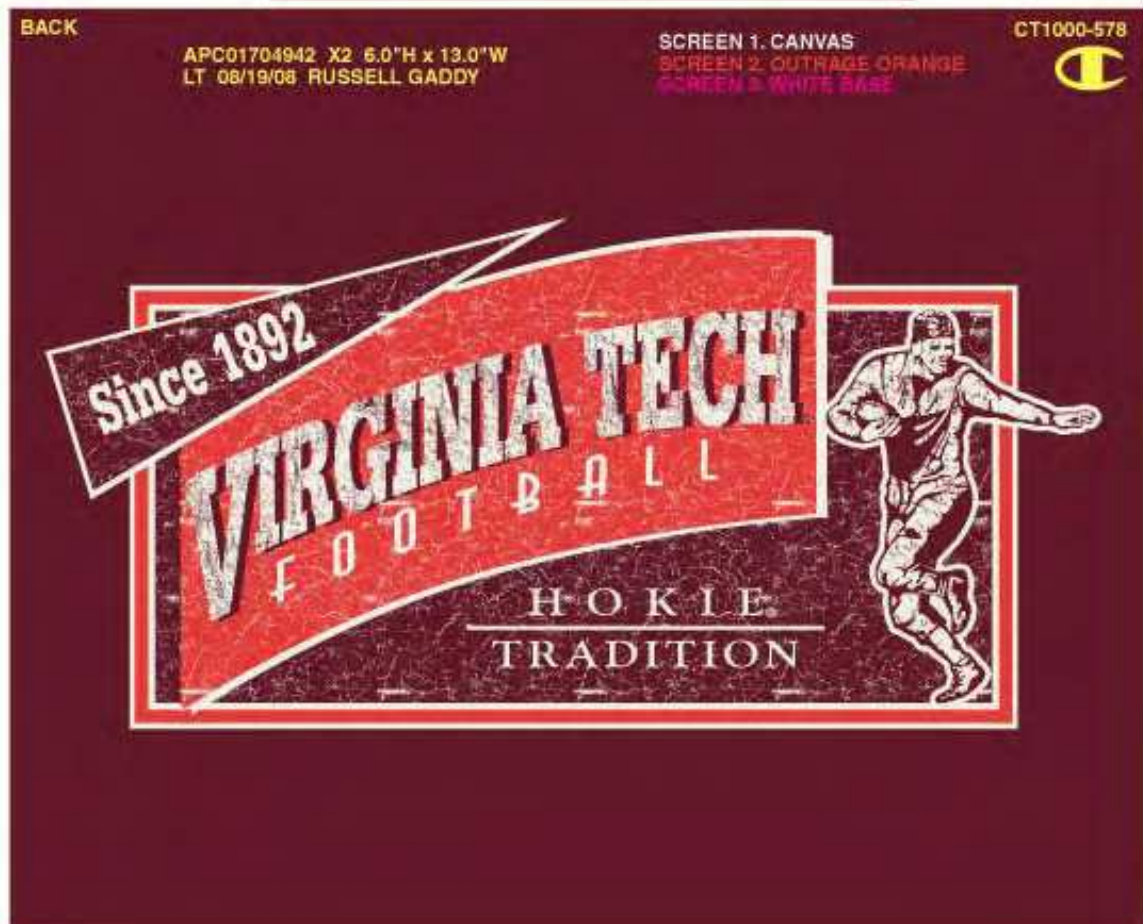
Licensors We do not want this product
Notes for liability reasons.



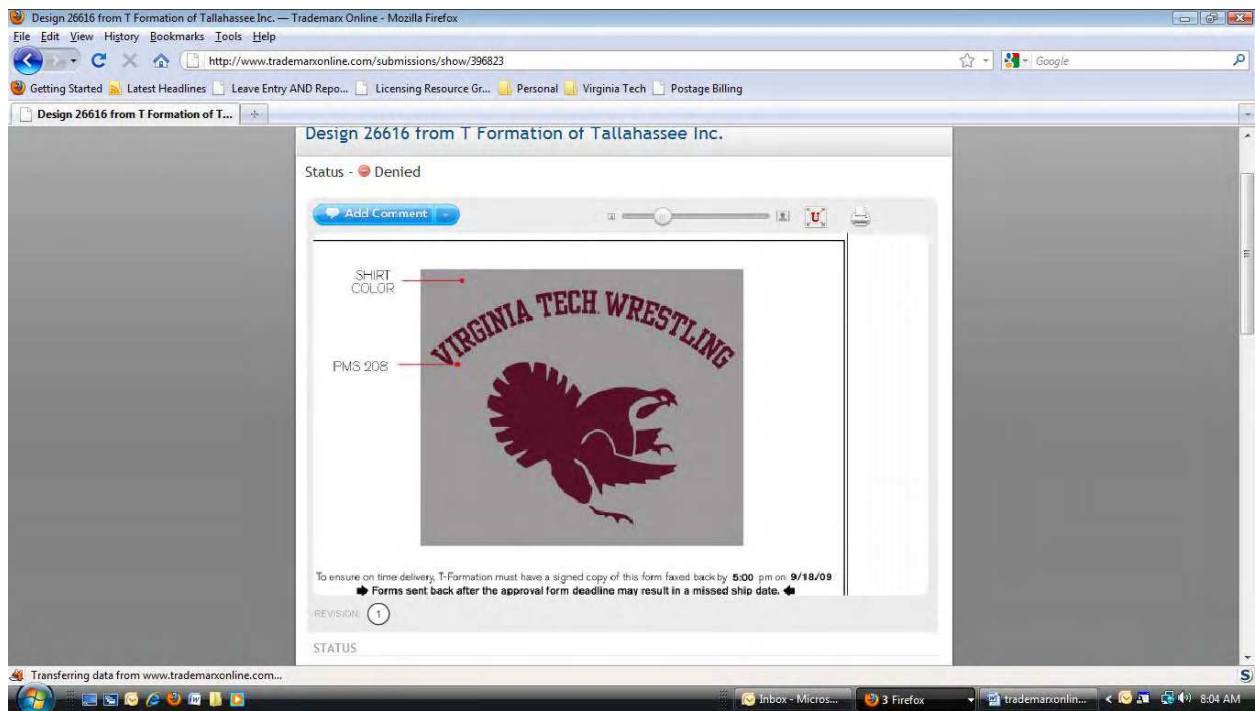
Licensors Notes I have already told the Duncans we would not allow this.



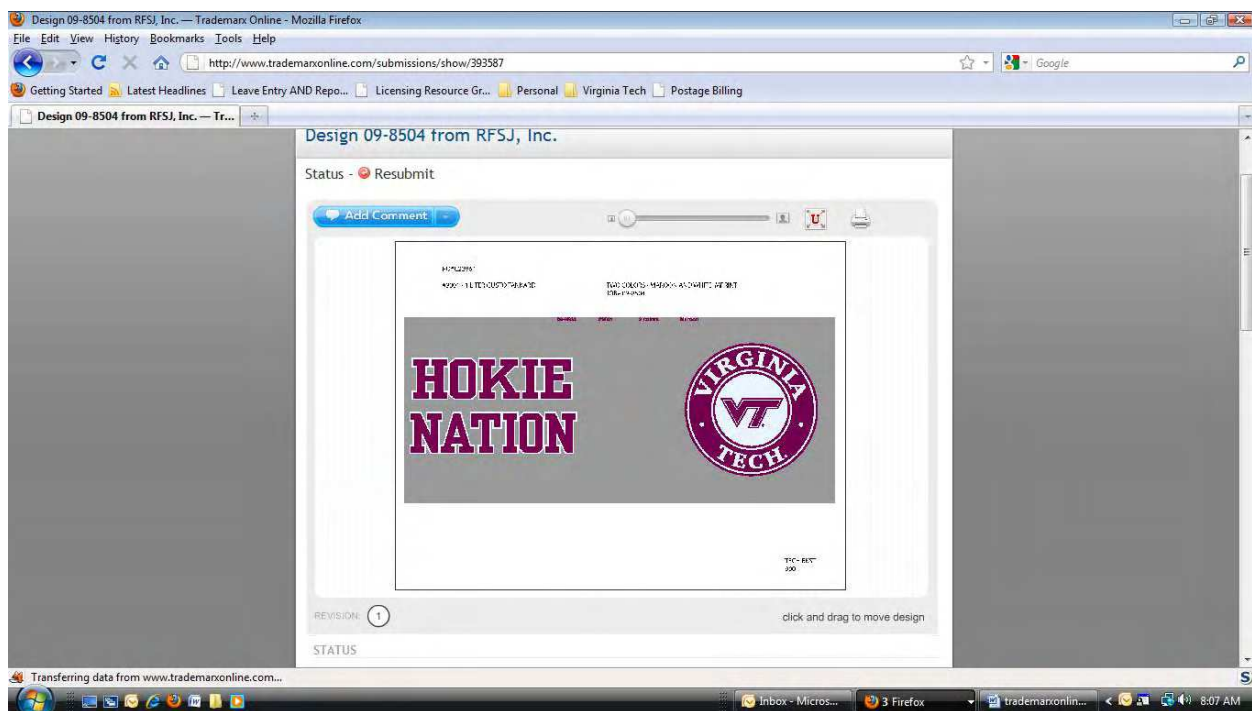
Licenser Notes None



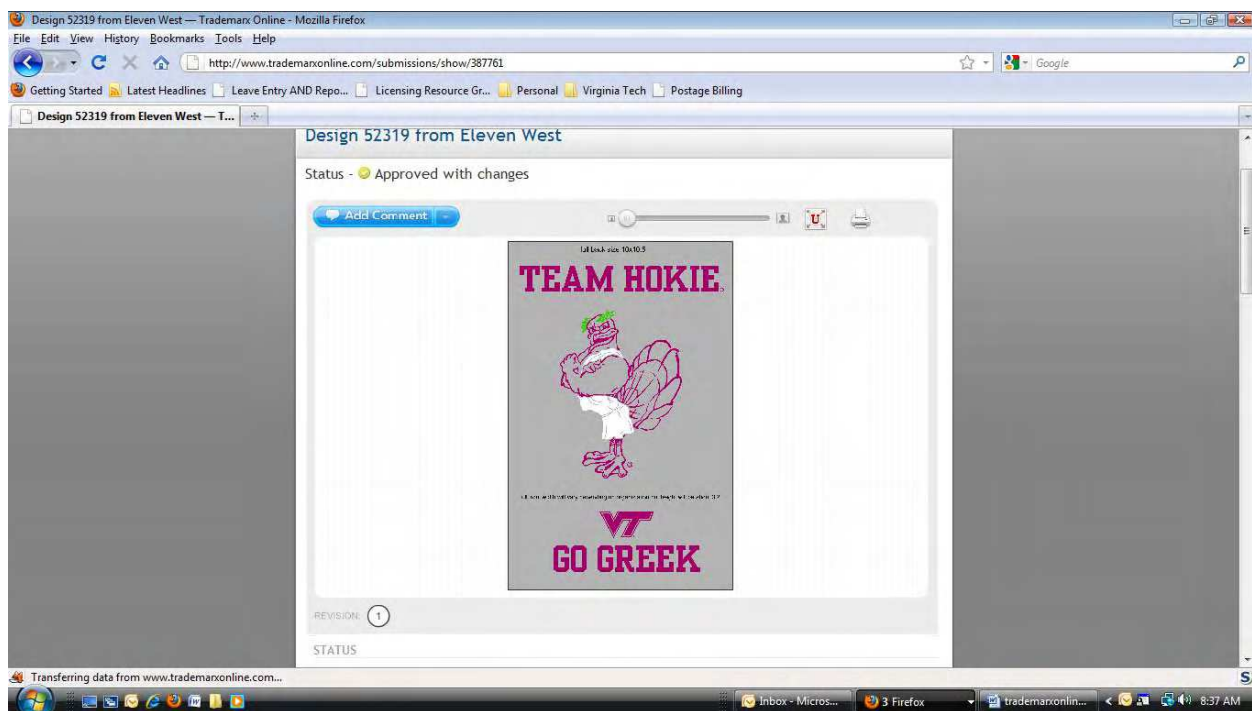
Licensors Notes Wrong date



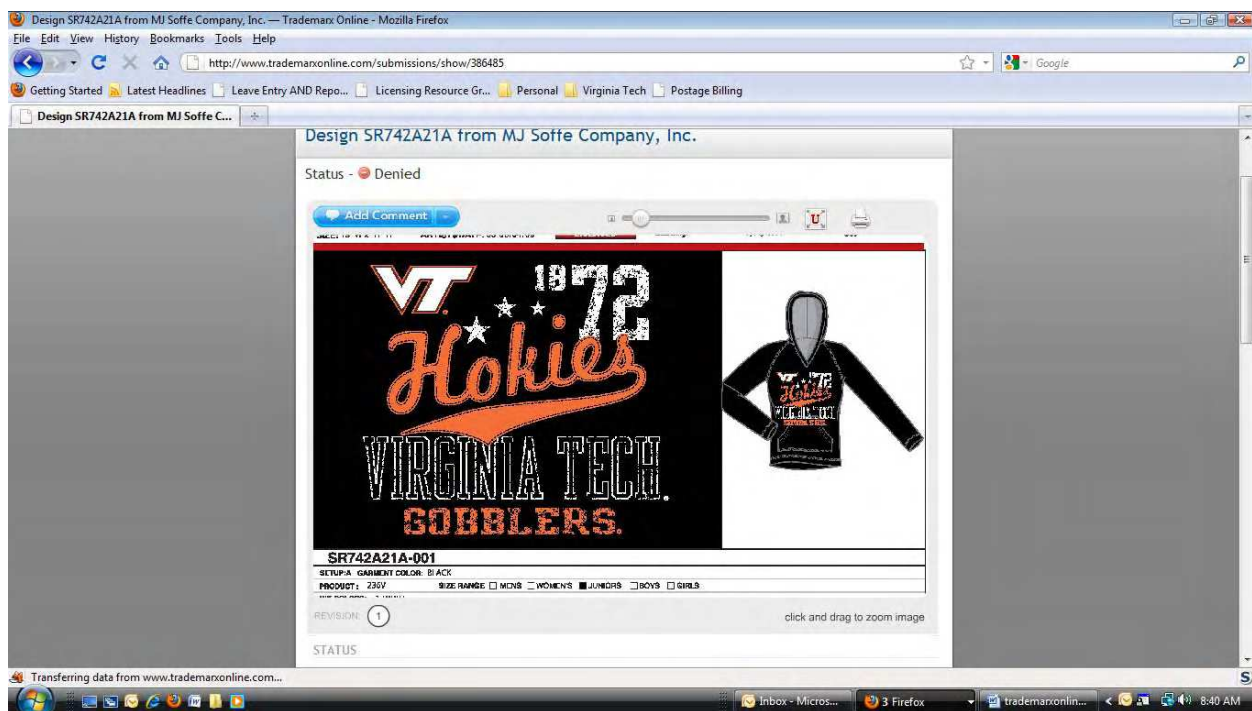
Licensors Notes Cannot use the fighting gobbler image



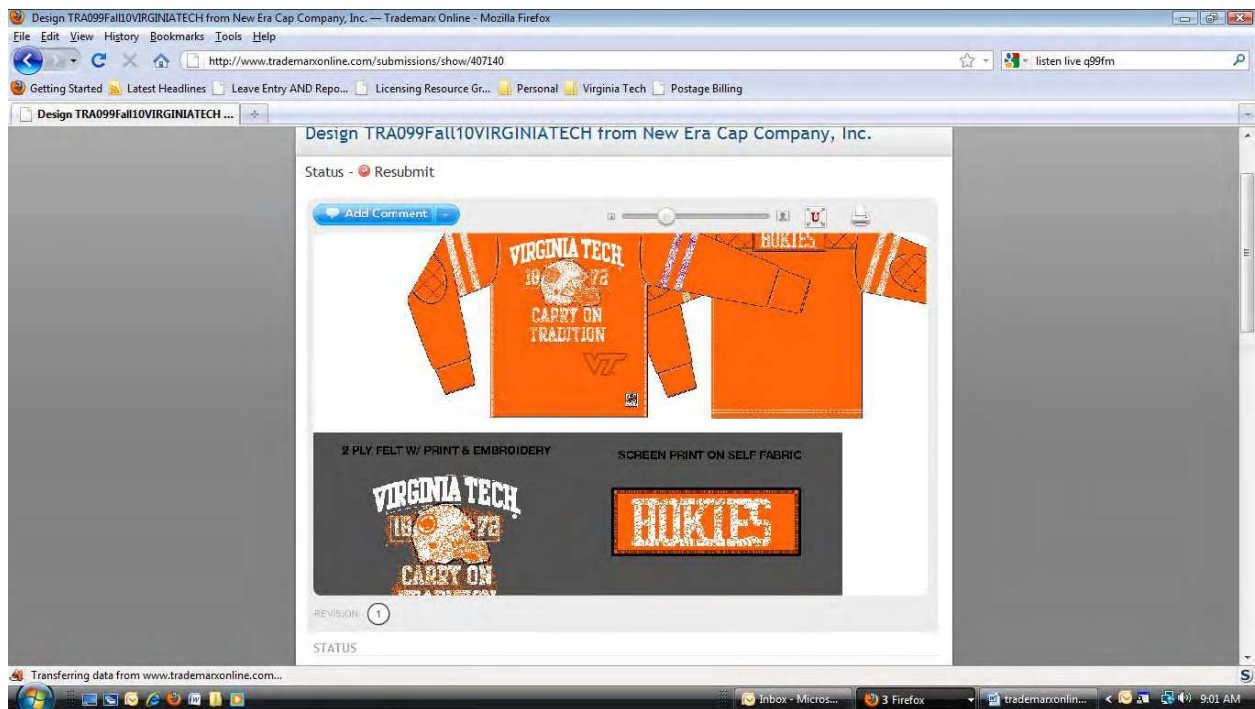
Licensors Notes ALL TRADEMARKS ARE REGISTERED....PLEASE REVIEW OUR ARTWORK PAGE ON TRADEMARX ONLINE BEFORE SENDING ANY MORE.



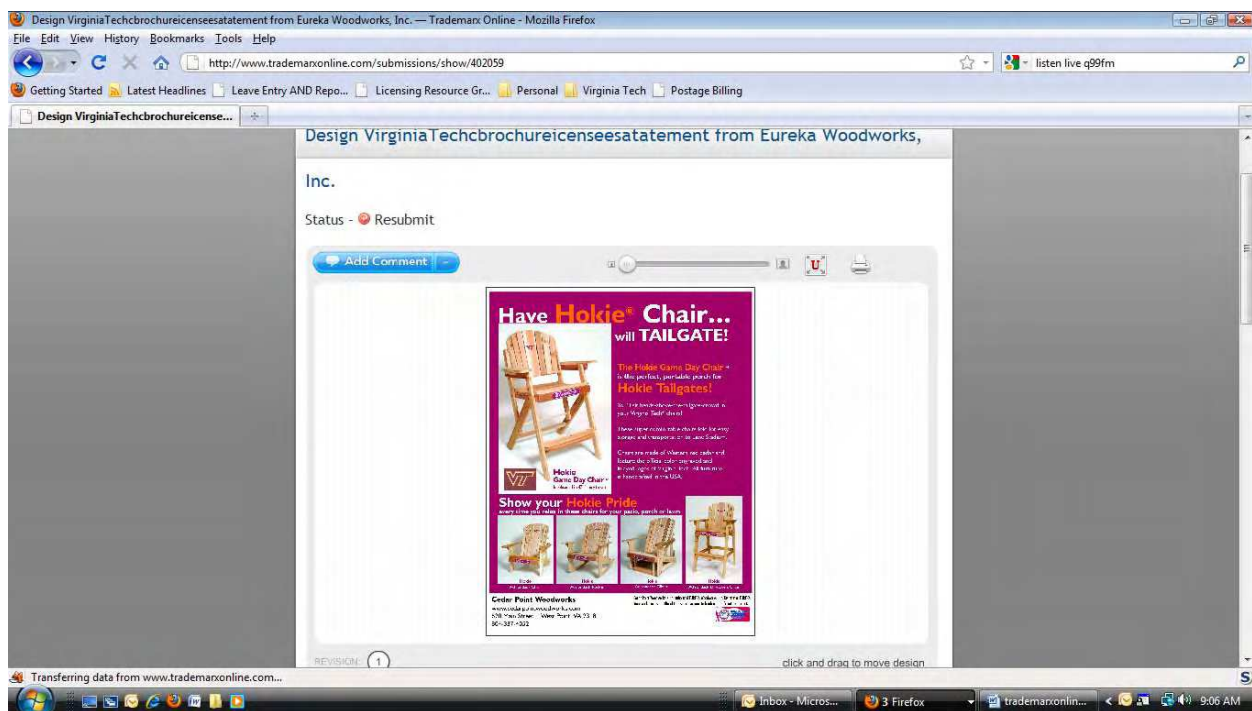
Licensor Notes Royalties waived



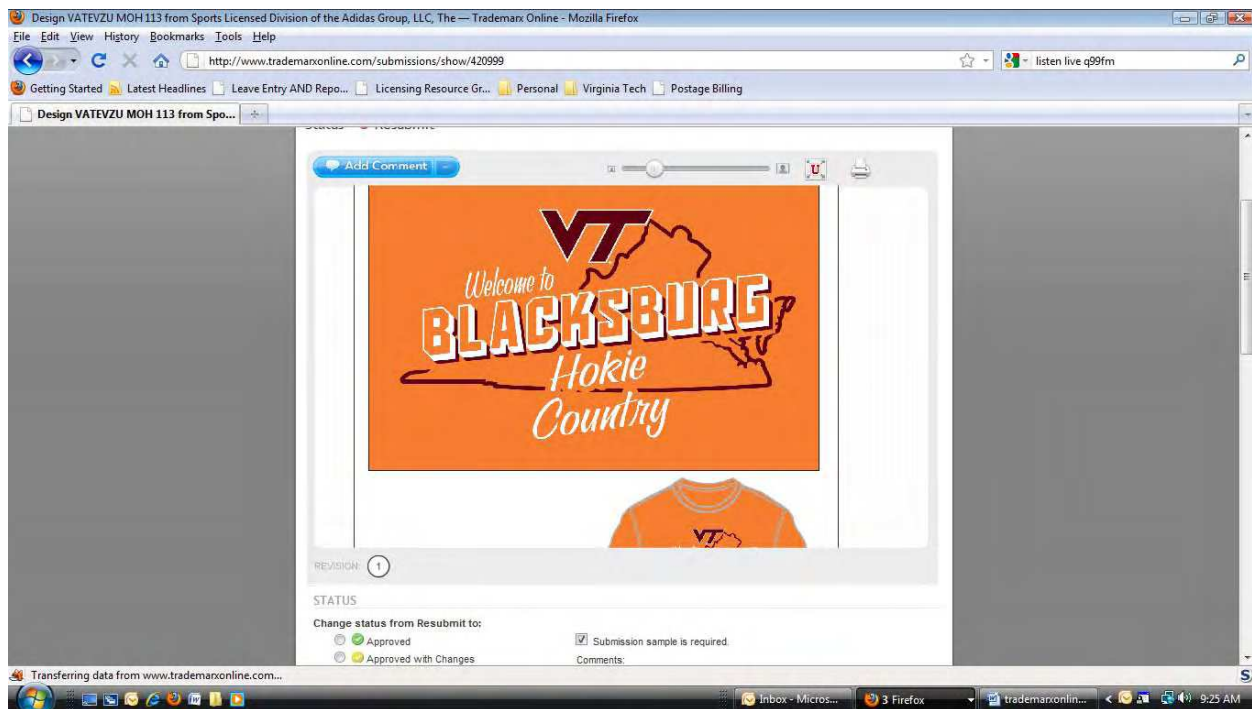
Licensors Notes Cannot use Gobblers



Licenser Notes Hokie is registered



Licensors Notes Please call me. This does not make sense. Thanks Locke White Director of Licensing



Licensors Notes ALL TRADEMARKS ARE REGISTERED....PLEASE REVIEW OUR ARTWORK PAGE ON TRADEMARX ONLINE BEFORE SENDING ANY MORE.

Dudding, Sharon

From: Locke White [lowwhite@vt.edu]
Sent: Tuesday, October 14, 2008 8:57 AM
To: Dudding, Sharon
Subject: Re: FW: Eleven West

All are exempt except the Hokie House.

L

At 02:12 PM 10/13/2008, you wrote:

There are a few on here that I was unsure of being exempt from royalties.
Blacksburg Sports Club?
VT Turfgras?
VT Research?
VT football?
Office of Equality and Inclusion
Hokie House

~~~~~  
Sharon Dudding  
Virginia Tech Licensing & Trademark  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
(540)231-3748  
~~~~~

From: Amy Wise [<mailto:Amy@lrgusa.com>]
Sent: Monday, October 13, 2008 1:00 PM
To: Dudding, Sharon
Subject: Eleven West

Hi Sharon,

Eleven West has sent in their Q308 reports. Along with their reports they sent in detail regarding who they sold to. Since we are new at doing your reports, I want to double check to make sure that these sales are really exempt sales. If you could take a look at the attachment and let me know, that would be great.

Thanks!

Amy Wise
Licensing Resource Group
442 Century Lane Suite 100
Holland, MI 49423
616-395-0676 ext 117
fax 616-395-2517

www.lrgusa.com
www.trademarkonline.com

Locke White
Director of Licensing

Virginia Tech
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748
lowwhite@vt.edu



Dudding, Sharon

From: White, Locke
Sent: Monday, April 13, 2009 7:53 AM
To: Richards, Melissa
Subject: Armored Hokie

Love

it.....http://www.wsls.com/sls/news/local/new_river_valley/article/armored_hokie_struts_the_virginia_tech_campus/32970/

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748



News

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Armored Hokie struts the Virginia Tech campus

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Armored Hokie struts the Virginia Tech campus (Added: April 09, 2009)

Ratings | 0 Video Views

Jesse Johnson, a Virginia Tech Studio Art major shows off his 10 foot tall "Armored Hokie" costume. (more)

Post a Comment or Rate this Video

» View More Videos

By JARETT HENSHAW
Published: April 09, 2009

vote If you've been around the Virginia Tech campus recently you may seen this guy and thought, what is
now that?
It's the armored Hokie and he's the baddest bird on campus.

"I thought it was awesome. Are you kidding me?"
"When I first saw the armored Hokie I was kind of frightened."

Towering over bystanders, they can't help but stare, take pictures, and honk!

"Some people are freaked out and some people just think its just the coolest thing they've ever seen."

Senior studio art major Jesse Johnson says he came up with the idea for the costume from a summer job where he was a stilt walker at a theme park.

Johnson says when he puts the costume on, he feel like he transforms into the armored Hokie

"I kind of feel invincible. I feel like I could take down some stuff. Fight some crime. I really pretend like I'm a really bad character like a terminator, transformer type deal and people absolutely love it."

As the armored Hokie, Johnson likes to pump up the fans.

"Before football games, before basketball games, tailgates"

He also roams around campus interacting with students ... And even does some recruiting with possible future Hokies with this tour group.

"I give a lot of people high fives, fist bumps. I think it really makes their day. It's just a really cool experience to see all the smiling faces. People get so pumped seeing this guy walk around, strutting around in the big maroon and orange."

Johnson graduates in December and hopes the Armored Hokie can eventually become a mainstay at tech!

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Dudding, Sharon

From: White, Locke
Sent: Tuesday, August 04, 2009 8:31 AM
To: Dudding, Sharon
Subject: FW: Hokie Sports ad for Huff
Attachments: huff-hokiesports 8-3-09.pdf

Importance: High

S,

Please check to see if this golf cart company is licensed ASAP.

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748

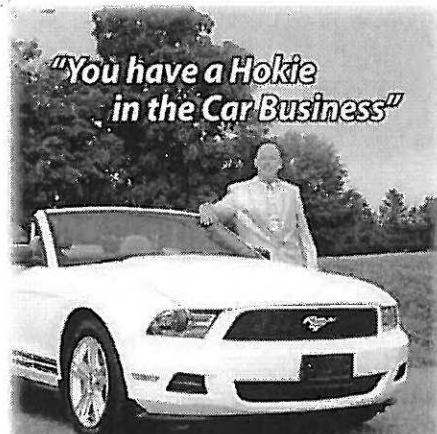
-----Original Message-----

From: Rick Barakat [<mailto:RBarakat@ISPSports.com>]
Sent: Monday, August 03, 2009 4:26 PM
To: White, Locke
Subject: FW: Hokie Sports ad for Huff
Importance: High

Locke,
We have sold an ad to Huff Ford in the magazine and attached is their ad.

Do you have any issue with this VT golf cart? I hope not as we have already had him make some other changes. You see this around other places but I wasn't sure if any of them are actually licensed, or if it matters for something like this...

Rick



*"You have a Hokie
in the Car Business"*

"Give Brad a Call"

HUFF 

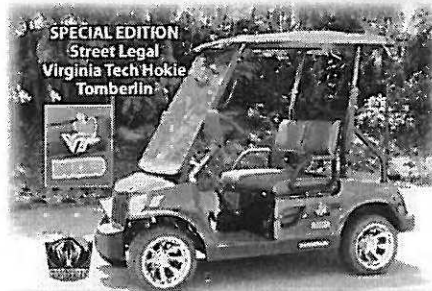
  **SUBARU** 

1135 EAST MAIN STREET • WYTHEVILLE, VA
276-228-3108 • HUFFONLINE.COM

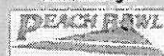
Bob Huff

925 EAST MAIN STREET • WYTHEVILLE, VA
276-228-2131 • HUFFONLINE.COM



**Brad King,
Sales Manager**



Member of
1986 Peach Bowl Championship
1988 Football Letter Winner

1135 East Main Street
Wytheville, VA 24382

276-228-3108 work
276-451-0974 cell
bking@huffonline.com
huffonline.com

Dudding, Sharon

From: White, Locke
Sent: Tuesday, August 18, 2009 8:16 AM
To: Hincker, Larry
Cc: Richards, Melissa; Owczarski, Mark
Subject: Hokie Water News Release

Larry,

For the past ten years Rick Johnson in Culinary Services has had an exclusive on the Hokie Water (i.e., only sold in dining halls) and we did not make a penny from it. This spring I decided that we needed it to go to retail with a completely new label, and most importantly we would get royalties from those sales. I hired and worked with Andy Silvers to design what I think is a really cool label (below), and I believe it has worked! Yesterday I just heard from the licensee handling the water that they are about to sign a deal with a big Virginia beverage distributor and it will be hitting the store shelves soon.

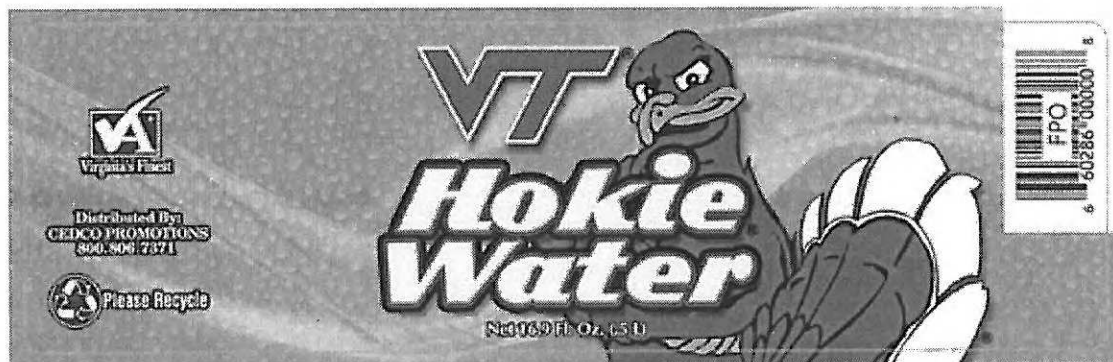
Now with that said, I would like your permission to send out a news release from our department announcing that it will be in the stores for the first time. The "hook" of the story is that, if it is as successful as I believe it will be, we will be helping the Southside that has obviously been decimated by the end of tobacco and textiles. The water is actually coming from a natural spring in the Danville area and is bottled by a company there. Basically the story line would be....."Thirsty Hokies will be helping Southside."

Hopefully we can get your approval. I really think that the water will bring in as much annual royalties as the Hokie Wine (i.e., \$30K to \$50K) **IF** we help promote it. You might have forgotten but we did a lot with/for Chateau Morrisette including a media event unveiling the label, a news release, and other stuff.

Any problems?

Thanks

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748



Dudding, Sharon

From: White, Locke
Sent: Friday, October 02, 2009 8:07 AM
To: Dudding, Sharon
Subject: RE: Hokie Oakley?

Good job! That irritates the heck out of me.

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748



From: Dudding, Sharon
Sent: Friday, October 02, 2009 7:15 AM
To: White, Locke
Subject: Hokie Oakley?

Didn't you check on this a while back?

<http://blacksburgeye.com/CustomOakley.aspx>

~~~~~  
Sharon Dudding  
Virginia Tech Licensing & Trademark  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
(540) 231-3748





**BLACKSBURG EYE**  
ASSOCIATES

John M. Dovie, O.D., F.A.A.O.  
1344 South Main Street, Suite 2  
Blacksburg, VA 24060  
(540) 953-2020

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1344 South Main Street, Suite 2 | Blacksburg, VA 24060 | Phone: 540.953.2020 | Fax: 866.294.5349 | ©2008 BEA

## Dudding, Sharon

---

**From:** White, Locke  
**Sent:** Tuesday, October 06, 2009 1:15 PM  
**To:** 'neeli.reamer@gmail.com'  
**Cc:** Hincker, Larry; Richards, Melissa; Dudding, Sharon  
**Subject:** Hokie Garden Article  
**Attachments:** Hokie Garden Logo (Lowes).jpg

Neeli,

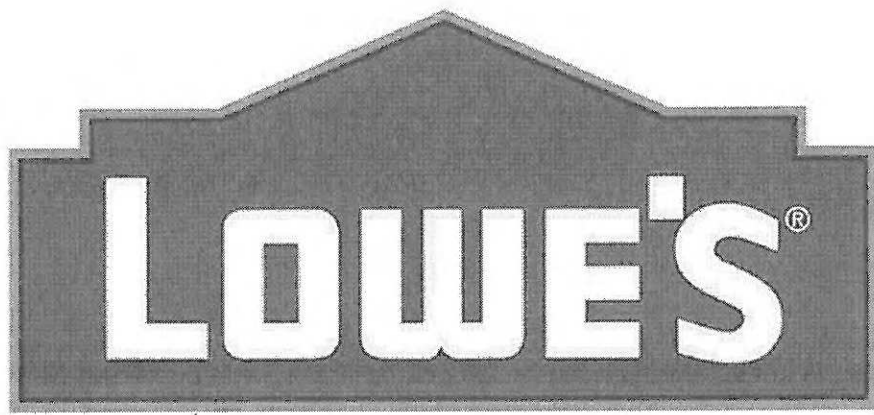
As licensing director at Tech I really loved your recent article on having Hokie pride in the garden (<http://www.roanoke.com/columnists/reamer/wb/220305>). We are hoping to get either Lowes or Home Depot to put in a special merchandising display called....."Hokie Garden" (see attached artwork). It would of course have all the maroon and orange plants that you pointed out in your article.....I guess great minds think alike!!!

FYI we have researchers in the horticulture department breeding maroon and orange plants that will be named Hokie whatever. I will let you know when we have some ready to go to market.

Again great article!

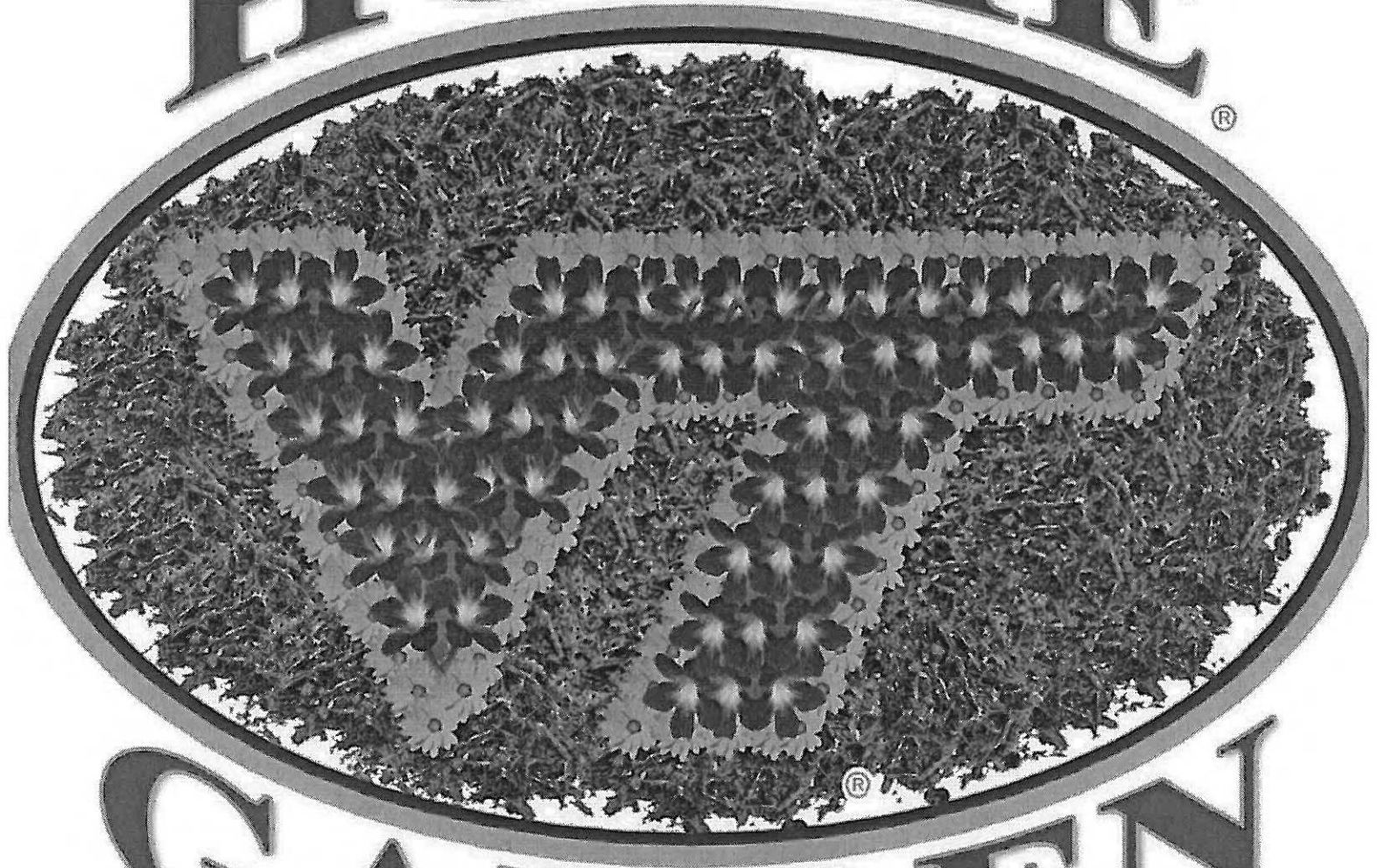
Locke White  
Director of Licensing  
Virginia Tech Licensing & Trademark  
Southgate Drive (0161)  
Blacksburg, VA 24061  
(540) 231-3748





Let's Build Something Together™

HOKIE®



GARDEN

## Dudding, Sharon

---

**From:** Locke White [lowwhite@vt.edu]  
**Sent:** Monday, August 11, 2008 8:29 AM  
**To:** Kevin Murray  
**Cc:** Dudding, Sharon  
**Subject:** Re: Farm Name  
**Attachments:** a32f4452.jpg

Kevin,

Thanks for your email.

Unfortunately we have a policy of not allowing any of our trademarks/names to be used with any outside business. It would imply a relationship.

Sorry and I hope you understand. I might suggest something using "Gobbler" or "Turkey."

Locke White  
Director of Licensing

Virginia Tech  
Southgate Drive (0161)  
Blacksburg, VA 24061  
(540) 231-3748  
[lowwhite@vt.edu](mailto:lowwhite@vt.edu)



At 04:43 PM 8/7/2008, you wrote:

My wife and I are trying to find a name for our farm in Hamilton, Virginia. One of the names that keeps popping up is Hokie Hills. I'd like to find out if the University has objection to this use of the Hokie name.

Kevin E. Murray, P.E.  
President

Tri-Tek Engineering, Inc.  
690 Center Street, Suite 300  
Herndon, VA 20170

Phone: 703-481-5900  
Fax: 703-481-5901  
email: [kmurray@tritekinc.com](mailto:kmurray@tritekinc.com)  
web site: [www.tritekinc.com](http://www.tritekinc.com)

## Dudding, Sharon

---

**From:** White, Locke  
**Sent:** Friday, July 10, 2009 9:23 AM  
**To:** Dudding, Sharon  
**Subject:** RE: Virginia Tech Images for Kroger Aisle Directory

No problem since they are a Hokie retailer.

Locke White  
Director of Licensing  
Virginia Tech Licensing & Trademark  
Southgate Drive (0161)  
Blacksburg, VA 24061  
(540) 231-3748



---

**From:** Dudding, Sharon  
**Sent:** Friday, July 10, 2009 8:19 AM  
**To:** White, Locke  
**Subject:** FW: Virginia Tech Images for Kroger Aisle Directory

Is this allowed?

~~~~~  
Sharon Dudding
Virginia Tech Licensing & Trademark
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
(540) 231-3748



From: Macleod, Kara C [<mailto:kara.macleod@kroger.com>]
Sent: Thursday, July 09, 2009 3:46 PM
To: Dudding, Sharon
Subject: Virginia Tech Images for Kroger Aisle Directory

As discussed, I would like to use two images that I had photographed in the aisle directories at the Blacksburg Kroger on South Main St. The two images I would like to use are the back of the football stadium scoreboard that says "Home of the Hokies" and a shot of Alumni Mall.

Please let me know if I will be able to get these images printed on the aisle directories.

Thanks!
Kara MacLeod
Advertising
Kroger Mid-Atlantic

540-563-3685 (office)

540-563-3630 (fax)

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain information that is confidential and protected by law from unauthorized disclosure. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Dudding, Sharon

From: Locke White [lowwhite@vt.edu]
Sent: Thursday, April 24, 2008 8:56 AM
To: Dedra Tiedemann-Horn
Cc: Dudding, Sharon
Subject: RE: Shirts

Dedra,

Unfortunately we are not going to be able to allow this. We have allowed VT retailers to use our logos on signage and on their websites but not on products and I don't think we want to start that now. Another thing I need to point out to you is that we cannot allow you to claim that image of the Hokie bird as your logo. Again you can use it on your website banner but if another one of our retailers, or licensees, or student group, wanted to use it they certainly could.

Sorry! Hope you understand.

Locke White
Director of Licensing

Virginia Tech
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748
lowwhite@vt.edu



At 08:00 AM 4/24/2008, you wrote:

Locke,

Just wanted to see if you have had an opportunity to evaluate my request and if approved, may I receive a release.

I appreciate your time and look forward to hearing from you.

Sincerely,

Dedra

Dedra Tiedemann-Horn, Owner
Gobbler Gear
155 Fort Lewis Boulevard
Salem, Virginia 24153

540/387-0434

Fax: (888) 866-3076

<http://gobblergear.com>

Date: Wed, 16 Apr 2008 10:16:58 -0400

To: dedra@gobblergear.com

From: lowwhite@vt.edu

Subject: Shirts

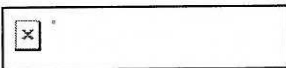
CC: duddings@vt.edu

Dedra,

I believe it will be OK but give me a few more days to think about it.

Locke White
Director of Licensing

Virginia Tech
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748
lowwhite@vt.edu



At 11:13 AM 4/15/2008, you wrote:
Locke White,

Thank you for your taking your time to review yet another question. To make a long story short, I visited with a silk screen company today about making some shirts with my current logo. After speaking with the gentlemen, he explained that he would have to have a release in order to produce the shirts. My question is this, since I was authorized to use the logo on my website, would your office be willing to email me a release to use this logo for this purpose? The logo will not be used for resale purposes, just for advertisement.

Lastly, if I receive a release from Virginia Tech, will I be able to reproduce this logo for various uses, i.e.... vehicle magnets, shopping bags, etc... The logo will never be used for resale.

I appreciate your time and look forward to hearing from you.

Sincerely,

Dedra

Dedra Tiedemann-Horn, Owner

Gobbler Gear

155 Fort Lewis Boulevard

Salem, Virginia 24153

540/387-0434

Fax: (888) 866-3076

<http://gobblergear.com>

Locke White
Director of Licensing

Virginia Tech
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748
lowwhite@vt.edu



Dudding, Sharon

From: Locke White [lowwhite@vt.edu]
Sent: Monday, February 18, 2008 1:49 PM
To: East, Tim; Wells, Jeremy
Cc: RBarakat@ISPSports.com
Subject: Quick Idea

Tim & Jeremy,

This has probably come up over there in the past, but any chance that you guys would be interested in giving the "Hokie bird" a name??? On Friday I was driving home and a car went by with a Georgia Tech bee magnet on it. I remembered that they call it "Buzz" (I believe) and realized that most schools give their mascot a real name. I then had the thought that perhaps we needed a "real name" as well. You have to admit that "Hokie bird" is just a tad impersonal. You could certainly get a really nice promotion out of it (i.e., "Name the Hokie Bird") and Rick might be able to make a buck off of it in some way.

I do have to admit that I am pitching it you guys because we (and you) hope to make some money off of it as well from the sales of the licensed goods. It will give us an entirely new line of products with the name "Tommy"...or whatever on them that could be sold.

Hope you give it some thought. I believe the fans would enjoy calling him by a name rather than a description.

Locke White
Director of Licensing

Virginia Tech
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748
lowwhite@vt.edu



Dudding, Sharon

From: Locke White [lowwhite@vt.edu]
Sent: Tuesday, March 11, 2008 11:33 AM
To: Hincker, Larry; Clough, Chris
Cc: Dudding, Sharon
Subject: RE: Lunch Pail

One more on this issue. We are just going to send them to Foster for permission. If they give him a cut I will bet that roses come up in the grass.

Locke

At 11:14 AM 3/11/2008, Hincker, Larry wrote:

I see no reason to give permission. This appeared to me to be a sports department promotional poster. How can a vendor do this? What is it? A poster?

If there is nothing here that is licensable, then why would we need to give permission? However, they use the word Hokie in a commercial way. Therefore, I would say that we do have control of its resale. And I would suggest that it not be licensed.

Lawrence G. Hincker
Associate Vice President
University Relations
314 Burruss Hall
Virginia Tech
Blacksburg, VA 24061
540 231 5396
hincker@vt.edu

From: Locke White [mailto:lowwhite@vt.edu]
Sent: Tuesday, March 11, 2008 11:11 AM
To: Clough, Chris
Cc: Hincker, Larry; Dudding, Sharon
Subject: Lunch Pail

Chris & Larry,

I just wanted to make sure both of you are aware of this in case "IT" hits the fan. Attached you will see artwork from a new licensee that uses images of the lunch pail. Bud Foster is in the process of trademarking several things involving the lunch pail. I have found two (word mark: "lunch pail defense", logo for lunchpaildefense.com) but there might be more. We have always kept everyone away from Beamerball because it includes his name but this is different. I really do not see how Foster can claim rights to the image but you never know.

I will give them permission to use the images unless I hear different instructions from either of you. FYI I will get them to change the grass reference even though I really like it.

This is a perfect example of why I need a trademark attorney on retainer.

Locke White
Director of Licensing

Virginia Tech 

Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748
lowwhite@vt.edu



Locke White
Director of Licensing

Virginia Tech
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748
lowwhite@vt.edu



Dudding, Sharon

From: White, Locke
Sent: Wednesday, March 18, 2009 8:11 AM
To: Dudding, Sharon
Subject: RE: Licensing Agreement with Va Tech For T-shirts

We cannot stop websites using our name in their URL.

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark
Southgate Drive (0161)
Blacksburg, VA 24061
(540) 231-3748



From: Dudding, Sharon
Sent: Wednesday, March 18, 2009 7:49 AM
To: White, Locke
Subject: FW: Licensing Agreement with Va Tech For T-shirts

Can he use hokiesrock.com for a website name?

~~~~~  
Sharon Dudding  
Virginia Tech Licensing & Trademark  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
(540) 231-3748



---

**From:** R Frazier Hughes Jr. [<mailto:fraze5@yahoo.com>]  
**Sent:** Tuesday, March 17, 2009 10:05 PM  
**To:** Dudding, Sharon  
**Subject:** Licensing Agreement with Va Tech For T-shirts

I am looking to start a shirt business. The name of my website is hokiesrock.com. Do I have to pay to use this if it's one word? I want to be legal and do it the right way. I want to make creative t-shirts for the University. What are the fees? Thank you. -frazier Hughes





**FRAZIERHUGHES.COM**  
**VOICEOVERS, TV, RADIO**  
**SINCE 1996**

**See Latest Work Here**

[http://picasaweb.google.com/lh/photo/s8cZzd0ypdI8\\_zldCdxASg](http://picasaweb.google.com/lh/photo/s8cZzd0ypdI8_zldCdxASg)

## Dudding, Sharon

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**From:** White, Locke  
**Sent:** Tuesday, March 24, 2009 11:44 AM  
**To:** Vidmar, Melissa  
**Cc:** Richards, Melissa; Dudding, Sharon  
**Subject:** RE: Virginia Tech Alumni Association " TM " request

Melissa,

I can put you in touch with the trademark attorney we are now using HOWEVER I am guessing that the trademark registration will cost you between \$5K to \$10K. This is something that we would not be able to fund. Also, "Hokie Nation" is already being used extensively by others so you might not even be able to get it registered. My recommendation would be to just stick a small TM at the end of the phrase which will cost you nothing.

**If we see anyone else trying to use "Hokie Nation Network" in artwork, Sharon and I will try to catch it and not approve.**

Locke White  
Director of Licensing  
Virginia Tech Licensing & Trademark  
Southgate Drive (0161)  
Blacksburg, VA 24061  
(540) 231-3748



---

**From:** Vidmar, Melissa  
**Sent:** Tuesday, March 24, 2009 11:28 AM  
**To:** White, Locke  
**Subject:** Virginia Tech Alumni Association " TM " request  
**Importance:** High

**Locke,**

We have been working with University Relations on the promotion of a massive social networking site exclusive to Hokies (alumni, students and faculty and staff). It is called ***Hokie Nation Network***. We have presented this network to them at various meetings, etc.

We would like to get the name trademarked. Can you give us the ok on this or let me know the next step to take? It is set to go live April 1, 2009.

The logo is attached as well. Have a great day. Melissa

---

**MELISSA VIDMAR**  
Communications Director  
Virginia Tech Alumni Association  
Holtzman Alumni Center (0102)  
540/231-6285

Fax: 540/231-3039

[vidmar@vt.edu](mailto:vidmar@vt.edu)

[www.alumni.vt.edu](http://www.alumni.vt.edu)

*"Life is not measured by the number of breaths we take, but by the moments that take our breath away."*

## White, Locke

---

**From:** lowwhite@vt.edu  
**Sent:** Wednesday, May 02, 2007 8:08 PM  
**To:** Hincker, Larry  
**Cc:** Davis, Scott; cstevens@aronsoncompany.com; Olsen, Warren; Clough, Christopher  
**Subject:** RE: NOTICE - listing on ebay involving VT tragedy

Larry,

I have sent out hundreds of cease and desist emails to eBay merchants and this was one of them. Obviously he ignored it. Also, since it is still up it appears that the security software is not able to pull it off because of legal reasons. My guess is that like all the other hundreds of VT domain names that have been registered there is nothing we can do about it. At this point I am thinking that the only thing we can do is get the displayed trademark pulled off. Hopefully Warren can give me some advice on this and/or send him an email. And finally I can call the eBay vice president who has helped me in the past.

Locke

Quoting "Hincker, Larry" <[hincker@exchange.vt.edu](mailto:hincker@exchange.vt.edu)>:

> Thanks Scott,  
>  
>  
>  
> This is a clearly a trademark violation...and a disgusting one at that.  
> We'll have our trademark office get on it right away. Thanks for the  
> tip.  
>  
>  
>  
> Larry  
>  
>  
>  
> Larry Hincker  
>  
> Associate Vice President  
>  
> University Relations  
>  
> Virginia Tech  
>  
> 314 Burruss Hall  
>  
> Blacksburg, VA 24061  
>  
> 540 231 5396  
>  
> [hincker@vt.edu](mailto:hincker@vt.edu)  
>  
>  
>

>  
>  
> \_\_\_\_\_  
>  
> From: Davis, Scott  
> Sent: Wednesday, May 02, 2007 4:34 PM  
> To: Hincker, Larry  
> Subject: re: NOTICE - listing on ebay involving VT tragedy  
>  
>  
>  
> Larry -  
>  
>  
>  
> I hope you are doing well. The E-bay link below was forwarded to me  
> by one on our most loyal supporters.  
>  
>  
>  
> I know you have tons of things going on but I wanted to pass this along.  
> I am not sure what can be done from a university perspective but I  
> wanted to at least make you aware of it.  
>  
>  
>  
> You have been under the gun the past two and half weeks but have  
> represented our great university in a first-class manner. Have a  
> great day!  
>  
>  
>  
> Scott Davis  
>  
> Assistant Director of Development  
>  
> Virginia Tech Athletic Fund  
>  
> P. O. Box 10307  
>  
> Blacksburg, VA 24062-0307  
>  
> Office: (540) 231-6618  
>  
> Direct: (540) 231-1936  
>  
> Fax: (540) 231-3260  
>  
> [www.hokieclub.com](http://www.hokieclub.com)  
>  
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> \_\_\_\_\_  
>  
> From: Craig Stevens [mailto:cstevens@aronsoncompany.com]  
> Sent: Wednesday, May 02, 2007 4:14 PM  
> Subject: Pretty disgusting listing on ebay  
>  
>  
>  
>  
>  
> [http://cgi.ebay.com/Virginia-Tech-Lawyer-Domains W0QQitemZ150118267237](http://cgi.ebay.com/Virginia-Tech-Lawyer-Domains_W0QQitemZ150118267237)  
> QQ ihZ005QQcategoryZ11153QrdZ1QQcmdZViewItem  
>  
>  
>  
>  
>  
> Craig R. Stevens  
>  
> Officer  
>  
>  
>  
> Aronson & Company  
>  
> 700 King Farm Boulevard, Suite 300  
>  
> Rockville, MD 20850  
>  
>  
>  
> 301.231.6265 Direct Line  
>  
> 301.222.8252 Direct Fax  
>  
> 301.231.6200 Main Line  
>  
> 301.231.7630 Main Fax  
>  
>

## Dudding, Sharon

---

**From:** Dudding, Sharon  
**Sent:** Monday, March 01, 2010 8:25 AM  
**To:** 'Elaine.Nock@nike.com'  
**Subject:** FW: Gobbler Artwork

Elaine,  
Please see below.  
Thank you for your help on this.  
Sharon

~~~~~  
Sharon Dudding
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

---

**From:** White, Locke  
**Sent:** Monday, March 01, 2010 8:22 AM  
**To:** Glosh, Steven; Dudding, Sharon  
**Cc:** Belinda Lefler; Don Williams; Richards, Melissa; Fred Koziol  
**Subject:** RE: Gobbler Artwork

Steve,

Unfortunately we are going to need you to stop selling the shirts, remove them from the website, and send them back to Nike. Obviously also cancel any pending orders. We considered letting you sell what you have in stock but it causes too many problems for us with other retailers and all our licensees.

We will contact Nike to have them picked up.

Just so we are all on the same page, if your buyers ever see the gobbler image on products they should not buy them. That image will never be approved.

Thanks

Locke White  
Director of Licensing  
Virginia Tech Licensing & Trademark  
Southgate Drive (0161)  
Blacksburg, VA 24061  
(540) 231-3748



---

**From:** Steven Glosh [<mailto:sglosh@vt.edu>]  
**Sent:** Thursday, February 25, 2010 5:34 PM  
**To:** Dudding, Sharon  
**Cc:** White, Locke; Belinda Lefler; Don Williams; Richards, Melissa; Fred Koziol  
**Subject:** Re: Gobbler Artwork



Locke and Sharon,

Women's Maroon Vault Springbreak Tee

- item skus are 88315423032 - 3035
- no style numbers available
- no stock (has not arrived in our warehouse as of this morning)

Women's Maroon Seasonal Arch Tee

- item skus are 88315423596 - 3600
- style number 00022408XVT1 Col. W Deep Vt VaTcl
- stock (S=32, M=43, L=34, XL=22, XXL=12)

Steven W. Glosch  
Assistant Director  
Virginia Tech Services, Inc.  
University Bookstore - On Campus  
Volume Two Bookstore - Off Campus  
Virginia Tech  
Blacksburg, VA 24061-0407  
540.231.9674 x111  
[sleveg@bookstore.vt.edu](mailto:sleveg@bookstore.vt.edu)  
..GO HOKIES..<><..CLASS '75.....

On Feb 25, 2010, at 1:52 PM, Dudding, Sharon wrote:

Nike is researching the error on their end. If you could provide the Style Number off the hang tag, or sticker on the poly bag to me I will forward it to them to make it easier for them to figure out what happened.

Thank you,  
Sharon

~~~~~  
Sharon Dudding
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

---

**From:** White, Locke  
**Sent:** Thursday, February 25, 2010 1:24 PM  
**To:** Glosch, Steven  
**Cc:** 'Belinda Lefler'; 'Don Williams'; Richards, Melissa; Dudding, Sharon  
**Subject:** RE: Gobbler Artwork

Steve,

We now know that Nike produced them and that I told them that they were not approved.

How many do you have because they might be going back to Nike?

Locke White

Director of Licensing  
Virginia Tech Licensing & Trademark  
Southgate Drive (0161)  
Blacksburg, VA 24061  
(540) 231-3748

<image001.jpg>

---

**From:** White, Locke  
**Sent:** Thursday, February 25, 2010 12:57 PM  
**To:** Glosh, Steven  
**Cc:** 'Belinda Lefler'; 'Don Williams'; Richards, Melissa; Dudding, Sharon  
**Subject:** Gobbler Artwork

Steve,

Someone pointed out two of your t-shirts with the gobbler image on them (see below). I have not checked but I am sure that we just missed them when we approved the artwork. They are hard to see and one actually looks like a heart. Anyway, Larry will have a coronary if he sees them so please sell through what you have in inventory and then do not reorder. I wish we could sell it but he is adamant with his NO!

[http://www.bookstore.vt.edu/ePOS?store=1&item\\_number=2621&form=shared3%2fcatalogs%2fcommon%2flarge\\_image\\_popup%2html&design=vt](http://www.bookstore.vt.edu/ePOS?store=1&item_number=2621&form=shared3%2fcatalogs%2fcommon%2flarge_image_popup%2html&design=vt)

[http://www.bookstore.vt.edu/ePOS?store=1&item\\_number=2622&form=shared3%2fcatalogs%2fcommon%2flarge\\_image\\_popup%2html&design=vt](http://www.bookstore.vt.edu/ePOS?store=1&item_number=2622&form=shared3%2fcatalogs%2fcommon%2flarge_image_popup%2html&design=vt)

**If you will, please let me know who the vendor is so that I can personally contact them to not produce and sell them for others.**

Thanks and please reply that you received this.

Locke White  
Director of Licensing  
Virginia Tech Licensing & Trademark  
Southgate Drive (0161)  
Blacksburg, VA 24061  
(540) 231-3748

<image001.jpg>

## Fleming, Linda

---

**From:** Locke White [lowwhite@vt.edu]  
**To:** Clough, Chris  
**Subject:** Re: FW: 3022.100 Proper Use of (R) versus TM

<html>  
<body>  
I don't remember that and it seems strange but I will get it changed.<br><br> Locke<br><br>  
<br> At 10:15 AM 4/15/2008, you wrote:<br> <blockquote type=cite class=cite cite=""><font  
size=2 color="#000080">Locke,<br> &nbsp;<br> I knew we had asked the question on <b>Invent  
the Future</b> before. See following on use of <b>Invent the Future </b>from January 2007  
email from Warren Olsen.<br> &nbsp;<br> <b>Invent the Future</b> <b>®</b> is the correct use  
when using it as a standalone.&nbsp;<br> It is, like Virginia Tech, both a trade name and a  
service mark.<br> &nbsp;<br> &nbsp;<br> Chris<br> &nbsp;<br> J.Christopher Clough<br>  
Director, Marketing & Strategic Communications<br> Virginia Tech<br>  
202 D Media Bld (0109)<br>  
Blacksburg, VA 24061<br>  
540-231-4168<br>  
&nbsp;<br>  
</font><br> <hr>  
<div align="center"></div> <font face="Tahoma" size=2><b>From:</b> Olsen, Warren [<a  
href="mailto:Wolsen@fchs.com" eudora="autourl">mailto:Wolsen@fchs.com</a>] <br> <b>Sent:</b>  
Wednesday, January 31, 2007 7:26 PM<br> <b>To:</b> Clough, Christopher<br> <b>Cc:</b> White,  
Locke; Hincker, Larry; Gahagen, Karen A; Olsen, Warren<br> <b>Subject:</b> 3022.100 Proper  
Use of (R) versus TM<br> </font><font face="Times New Roman, Times">&nbsp;<br> Chris:<br>  
</font><br> <font face="Times New Roman, Times">&nbsp;<br>I would, once in a document, now start  
simply adding a superscript only at the end of the words Invent The Future, as follows:<br>  
</font><br> <font face="Times New Roman, Times">&nbsp;<br>INVENT THE FUTURE®.<br> </font><br>  
<font face="Times New Roman, Times">Technically, recall that the <i>exact</i>  
<i>registered</i> format of Virginia Tech and 1872 Shield: </font><br><br> <font  
face="Times New Roman, Times">is slightly different than what you use now on your e-mail and  
letterhead.<br> </font><br> <font face="Times New Roman, Times">&nbsp;<br> </font><br> <font  
face="Times New Roman, Times">Hence, I suggest just highlighting the word portion INVENT THE  
FUTURE®.&nbsp;<br> </font><br> <font face="Times New Roman, Times">There also is no doubt  
that "Virginia Tech" is a trade name as well as a service mark<br> </font><br> <font  
face="Times New Roman, Times">Best regards.<br> </font><br> <font face="Times New Roman,  
Times"><b>Warren E. Olsen<br> </font><font face="Times New Roman, Times"  
color="#008000">FITZPATRICK, CELLA, HARPER & SCINTO<br> </b></font>1900 K Street N.W.<br>  
Washington, DC 20006-1110<br>  
phone: 202-530-1010<br>  
direct: 202 -721-5448<br>  
fax: 202-530-1055<br>  
e-mail/ <a href="mailto:wolsen@fchs.com">wolsen@fchs.com</a>&nbsp;&nbsp;<br> <font  
color="#0000FF"><a href="http://www.fitzpatrickcella.com/"  
eudora="autourl">http://www.fitzpatrickcella.com</a><br>  
<hr>  
<div align="center"></font></div>  
<font face="Tahoma" size=2><b>From:</b> Clough, Christopher [<a href="mailto:jccclough@vt.edu"  
eudora="autourl">mailto:jccclough@vt.edu</a>] <br> <b>Sent:</b> Wednesday, January 31, 2007  
7:09 PM<br> <b>To:</b> Olsen, Warren<br> <b>Cc:</b> White, Locke<br> <b>Subject:</b> Use of  
(R) versus TM<br> </font><font face="Times New Roman, Times">&nbsp;<br> </font><font  
size=2>Warren, <br> &nbsp;<br> I am of the view that use of <b>®</b> when used with <b>Invent  
the Future</b> is a stronger legal position when we use the tagline for licensed products or  
in advertisements.<br> Is this correct?&nbsp;<br> Aesthetically I am not sure about mixing use of

TM for Virginia Tech with ® with Invent the Future, for example.&nbsp; Your thoughts?  
&nbsp; Chris &nbsp; J.Christopher Clough Director, Marketing & Strategic  
Communications University Relations Virginia Tech  
1 Media Bld (0109)  
Blacksburg, VA 24061  
540-231-4168  
&nbsp;  
</font><br> <font  
face="Times New Roman, Times">&nbsp;</font><br> <br> <br> <b><br> -----  
-----<br>  
----- This email message and any attachments are intended for<br> the use of the  
addressee(s) indicated above. Information that is<br> privileged or otherwise confidential  
may be contained therein. If<br> you are not the intended recipient(s), you are hereby  
notified that<br> any dissemination, review or use of this message, documents or<br>  
information contained therein is strictly prohibited. If you have<br> received this message  
in error, please immediately delete it and<br> notify us by telephone at (212) 218-2100.  
Thank you.<br> </b><br> </blockquote><br><br> Locke White<br> Director of Licensing<br><br>  
Virginia Tech<br> Southgate Drive (0161)<br> Blacksburg, VA&nbsp; 24061<br>  
(540) 231-3748<br>  
lowwhite@vt.edu<br><br>  
<br>  
</body> </html>

## Fleming, Linda

---

**From:** Locke White [lowwhite@vt.edu]  
**To:** Larry Hincker  
**Subject:** Fwd: [Fwd Re: Can this site use the hokie name?]]

<html>

Larry,<br><br>

Warren resent his original emails.&nbsp; I have highlighted important parts below.&nbsp; From everything that I read we have no case against Hokie domain names where products are being sold on the website.&nbsp; One more email coming.<br><br> Locke White<br> Director of Licensing and Trademark Administration <br> Virginia Tech (0161)<br> Southgate Dr.<br> Blacksburg, VA&nbsp; 24061<br>

(540) 231-3748<br>

(540) 231-3878 (Fax) <br><br>

<br><br>

<blockquote type=cite class=cite cite>Date: Wed, 04 Aug 2004 17:12:05 -0400<br>

From: &quot;Warren E. Olsen&quot; &lt;wolsen@fchsd.com&gt;<br>

Subject: [Fwd Re: Can this site use the hokie name?]]<br>

To: Locke White &lt;lowwhite@vt.edu&gt;<br>

Reply-to: Wolsen@fchs.com<br>

X-Accept-Language: en-us, en<br>

User-Agent: Mozilla/5.0 (Windows; U; Windows NT 5.0; en-US; rv:1.4)<br>

&nbsp;Gecko/20030624 Netscape/7.1 (ax)<br>

X-Junkmail: UCE(90)<br>

X-Junkmail-Status: score=90/50, host=steiner.cc.vt.edu<br><br> <br>

----- Original Message ----- <br>

Subject: Re: Fwd: Can this site use the hokie name? <br>

Date: Tue, 04 Mar 2003 16:15:53 -0500 <br>

From: Warren E Olsen <a href="mailto:wolsen@fchsd.com">&lt;wolsen@fchsd.com&gt;</a> <br>

To: Locke White <a href="mailto:lowwhite@vt.edu">&lt;lowwhite@vt.edu&gt;</a> <br>

CC: &quot;Peg Morse <a href="mailto:chambers@vt.edu">chambers@vt.edu</a>&quot; <a

href="mailto:pmorse@vt.edu">&lt;pmorse@vt.edu&gt;</a>, <a

href="mailto:dsalas@vt.edu">dsalas@vt.edu</a>, &quot;Lawrence G. Hincker&quot; <a

href="mailto:hincker@vt.edu">&lt;hincker@vt.edu&gt;</a> <br>

References: <a

href="mailto:5.1.0.14.2.20030213104451.02e96450@mail.vt.edu">&lt;5.1.0.14.2.20030213104451.02

e96450@mail.vt.edu&gt;</a> <br><br> <br> Locke:<br>

As we discussed yesterday, where an unlicensed &quot;Hokie&quot; style webname is nothing but a pointer to a commercial outfit, like footballfanatics.com, the defense of First Amendment speech rights should not be available.<br><br>

However, where there is legitimate content about Hokie sports and school news, such as appears in hokiehaven.com,<br>

the fact of <i>additional

</i>advertisements for &quot;related sites&quot; where licensed Hokie goods can be ordered does not likely create <br> a likelihood of public confusion, or a &quot;dilution&quot; of a mark that is famous.</b><br><br>

The tension between a product trademark and its nominative use as part of the webname of a dealer in those goods<br> was addressed recently&nbsp; in a thoughtful way, by the Seventh Circuit in Ty, Inc. v. Ruth Perryman (d/b/a &quot;bargainbeanies.com&quot;)<br>

I attach a .pdf file of the decision.<br><br> <b>Bottomline, if a dealer is accurately describing the famous product it sells, by using a website name that includes the famous product trademark therein, courts are not likely to find a &quot;dilution&quot;.</b><br><br>

I hope this comment is helpful.<br><br> Best regards.<br><br> Warren E. Olsen <br>

FITZPATRICK, CELLA, HARPER & SCINTO <br> 1900 K Street NW <br> Washington, DC 20006-1110

<br>

direct: 202-721-5448 <br>

fax: 202-530-1055 <br>





## Fleming, Linda

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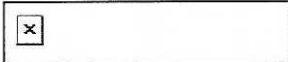
**From:** Hincker, Larry [hincker@exchange.vt.edu]  
**Sent:** Tuesday, February 27, 2007 9:30 AM  
**To:** White, Locke  
**Cc:** Clough, Christopher  
**Subject:** RE: Hokie Stone

Locke

Don't confuse the entities. The Bookstore is run by Virginia Tech Services, an independent non-profit corporation. It has its own board and operates, like all the other corporate entities including the VTF, through an 'affiliation agreement' with the university. The quarry has nothing to do with the VTF; it's simply a division of the Physical Plant operation. The quarry is the university.

Upon further reflection, I see no reason (If we give approval...see my earlier note) to waive the royalty fee. We don't waive the royalties when the VT Services sells jackets or notebooks or any other product with the university logo. I don't see why we wouldn't do the same in this instance. As long as Development has no problem, we'll treat it like a standard licensing operation.

Larry Hincker  
Associate Vice President  
University Relations  
Virginia Tech  
314 Burruss Hall  
Blacksburg, VA 24061  
540 231 5396  
[hincker@vt.edu](mailto:hincker@vt.edu)



---

**From:** Locke White [mailto:lowwhite@vt.edu]  
**Sent:** Tuesday, February 27, 2007 8:27 AM  
**To:** Hincker, Larry  
**Cc:** Clough, Christopher  
**Subject:** Hokie Stone

Larry,

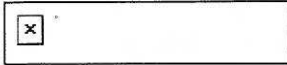
The bookstore wants to sell real Hokie stone encased in Lucite. This brings up several questions. Since both the bookstore and quarry are owned by the Foundation does the Foundation need to be licensed and do they need to carry the \$1M in liability insurance? Also, do we waive the 8% royalty?

No clue here.

Locke White  
Director of Licensing

Virginia Tech  
Southgate Drive (0161)  
Blacksburg, VA 24061  
(540) 231-3748  
[lowwhite@vt.edu](mailto:lowwhite@vt.edu)





Embedded Content: image00169.jpg: 00000001,27ed6536,00000000,60b461fb Embedded Content:  
image00224.jpg: 00000001,304e18ac,00000000,60b46221

## Dudding, Sharon

---

**From:** Dudding, Sharon  
**Sent:** Wednesday, October 21, 2009 12:31 PM  
**To:** White, Locke  
**Subject:** FW: Possible Trademark infringement/ From Roanoke City Fire Marshal's office

Manger Nikki Chocklett  
Phone 540-362-8621  
Address of business  
4517 Williamson Rd SW  
Roanoke, Va. 24012

Like I had told you they are selling a Mini VT football helmet that has been turned into a smoking device.  
Thats all I have on them if you need anything else from us on this please just let us know.

~~~~~  
Sharon Dudding
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

-----Original Message-----

From: White, Locke  
Sent: Friday, October 16, 2009 7:38 PM  
To: Capaldo, Stephen  
Cc: Dudding, Sharon  
Subject: RE: Possible Trademark infringement/ From Roanoke City Fire Marshal's office

Sounds good.....Thanks!

Locke

---

From: Capaldo, Stephen  
Sent: Friday, October 16, 2009 4:52 PM  
To: White, Locke  
Cc: Dudding, Sharon  
Subject: RE: Possible Trademark infringement/ From Roanoke City Fire Marshal's office

Locke-  
I'll see what I can turn up on the confiscation part.  
Steve

-----Original Message-----

From: White, Locke  
Sent: Friday, October 16, 2009 4:36 PM  
To: Capaldo, Stephen  
Cc: Dudding, Sharon  
Subject: RE: Possible Trademark infringement/ From Roanoke City Fire Marshal's office

Steve,

Actually I was talking about using the Roanoke Police and I am pretty certain that we could confiscate the goods as being unlicensed/counterfit goods. Collegiate Licensing Company that handles licensing for most of the big schools and all the bowls does it all the time. For our game against Alabama they had detectives go with them out in the parking lots before the game and they confiscated a lot of unlicensed goods. We used to do that before I took over the department.

With the nature of the product I believe others would agree with this action but I could be wrong. See what they say. Definitely wait on the letter and/or phone call.

Thanks  
Locke

---

From: Capaldo, Stephen  
Sent: Friday, October 16, 2009 3:35 PM  
To: White, Locke  
Cc: Dudding, Sharon  
Subject: RE: Possible Trademark infringement/ From Roanoke City Fire Marshal's office

Locke-

I spoke to the VTPD to get an idea on criminal sanctions. There's nothing the police could do, either here or Roanoke, since there is no contraband residue (or assuming there is none). However, I will send a letter to the store, and perhaps give a call to the manager. Or do you want to call?  
Steve

-----Original Message-----

From: White, Locke  
Sent: Friday, October 16, 2009 2:30 PM  
To: Capaldo, Stephen  
Cc: Dudding, Sharon  
Subject: FW: Possible Trademark infringement/ From Roanoke City Fire Marshal's office

Steve,

Apparently we have a shop in Roanoke that is taking a Virginia Tech product and turning it into a bong and then selling them (see email below). In the past with unlicensed goods Kay has always want us to tell them to stop and ask them to destroy the goods. She did not want the goods confiscated. I believe however, with this type infringement we need to get the police involved and have the goods confiscated immediately.

Please run this by Kay and/or the AG's office ASAP. I am out of the office but will be checking my emails.

Thanks  
Locke

---

From: Dudding, Sharon  
Sent: Friday, October 16, 2009 1:33 PM  
To: White, Locke  
Subject: Possible Trademark infringement/ From Roanoke City Fire Marshal's office

L,  
Chris Price (Asst. Fire Marshall for Roanoke VA) called and wanted to let us know that a business Sherie's Place (information below) is selling bongs (smoking device) made like a mini Virginia Tech football helmet with our logo's on it as well. He was disturbed by this knowing that we would not allow something of this nature.  
Doesn't have a picture of it or nothing but was investigating there and saw it. He wants to please remain anonymous because he is currently investigating them. Or whatever a fire marshal does.

~~~~~  
Sharon Dudding
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

-----Original Message-----

From: [Chris.Price@roanokeva.gov](mailto:Chris.Price@roanokeva.gov) [mailto:[Chris.Price@roanokeva.gov](mailto:Chris.Price@roanokeva.gov)]

Sent: Friday, October 16, 2009 1:24 PM

To: Dudding, Sharon

Subject: From Roanoke City Fire Marshal's office

Here is the information that I have on Sherie's Place

Manger Nikki Chocklett

Phone 540-362-8621

Address of business 4517 Williamson Rd SW

Roanoke, Va. 24012 Like I had told you they are selling a Mini VT football helmet that has been turned into a smoking device.

Thats all I have on them if you need anything else from us on this please just let us know.

Chris Price

Assistant Fire Marshal

713 3rd. Street SW

Roanoke, VA 24016

## Dudding, Sharon

---

**From:** Dudding, Sharon  
**Sent:** Friday, August 20, 2010 9:26 AM  
**To:** White, Locke  
**Subject:** RE: artwork

Ok, you take it easy!  
Thank you

~~~~~  
Sharon Dudding
Virginia Tech
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

---

**From:** White, Locke  
**Sent:** Friday, August 20, 2010 9:25 AM  
**To:** Dudding, Sharon  
**Subject:** RE: artwork

Gobbler gets TM.

L

---

**From:** Dudding, Sharon  
**Sent:** Friday, August 20, 2010 8:53 AM  
**To:** White, Locke  
**Subject:** RE: artwork

You are doing good! I thought you would be in pain.  
As far as the gobbler (soccer) would that get a register mark or TM or nothing?

~~~~~  
Sharon Dudding
Virginia Tech
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

---

**From:** White, Locke  
**Sent:** Friday, August 20, 2010 8:50 AM  
**To:** Dudding, Sharon  
**Subject:** RE: artwork

S,

Technically this VT should not have a registered mark but go ahead and tell them to put it on.

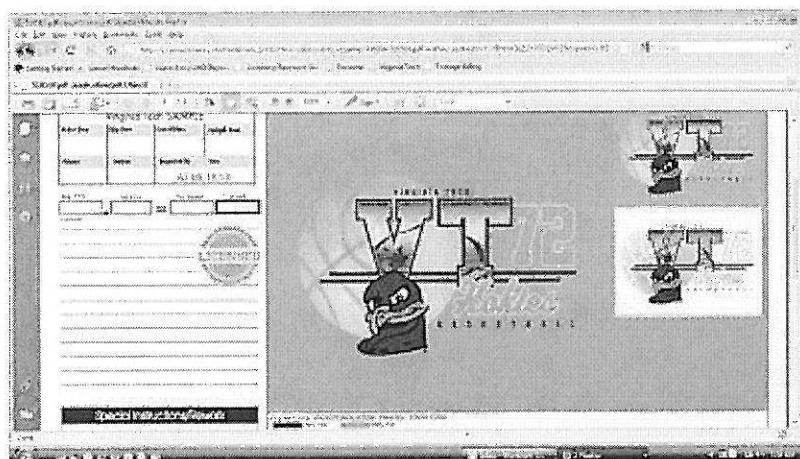
Walking slow but still no pain.....Knock on wood!

L

---

**From:** Dudding, Sharon  
**Sent:** Friday, August 20, 2010 7:27 AM  
**To:** White, Locke  
**Subject:** artwork

I know this is not the athletic VT but would it get a register mark being used here with Hokies basketball?



~~~~~  
Sharon Dudding
Virginia Tech
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

## White, Locke

---

**From:** Christian Reeves [christian.reeves@g-iii.com]  
**Sent:** Thursday, March 22, 2007 9:12 AM  
**To:** Locke White  
**Subject:** Re: G-III Sports v-neck pullover  
**Attachments:** 6A8HW095VAT1.pdf

<x-flowed>

Okay, thank you here is the updated file.

i;¼

Christian Reeves  
Graphic Designer  
G-III Sports by Carl Banks  
420 Frontage Road  
West Haven, CT 06516  
ph# 203.933.3308 ext. 119  
fax# 203.933.0048  
[christian.reeves@g-iii.com](mailto:christian.reeves@g-iii.com)

On Mar 22, 2007, at 8:32 AM, Locke White wrote:

> Not approved. All our marks are registered. Please add/change and  
> send again.  
>  
> Locke White  
> Director of Licensing  
>  
> Virginia Tech  
> Southgate Drive (0161)  
> Blacksburg, VA 24061  
> (540) 231-3748  
> [lowwhite@vt.edu](mailto:lowwhite@vt.edu)  
>  
> <4fe8091.jpg>  
>

</x-flowed>

<x-html>

<HTML><BODY style="word-wrap: break-word; -khtml-nbsp-mode: space; -khtml-line-break: after-white-space; ">Okay, thank you here is the updated file.<DIV><BR class="khtml-block-placeholder"></DIV><DIV><SPAN></SPAN></DIV></BODY></HTML>  
</x-html>

<x-html>

<HTML><BODY style="word-wrap: break-word; -khtml-nbsp-mode: space; -khtml-line-break: after-white-space; "><DIV><SPAN></SPAN><BR><DIV> <SPAN class="Apple-style-span" style="border-collapse: separate; border-spacing: 0px 0px; color: rgb(0, 0, 0); font-family: Endzone; font-size: 12px; font-style: normal; font-variant: normal; font-weight: normal; letter-spacing: normal; line-height: normal; text-align: auto; -khtml-text-decorations-in-effect: none; text-indent: 0px; -apple-text-size-adjust: auto; text-transform: none; orphans: 2; white-space:

normal; widows: 2; word-spacing: 0px; "><DIV style="">Christian Reeves</DIV><DIV style="">Graphic Designer</DIV><DIV style="">G-III Sports by Carl Banks</DIV><DIV style="">420 Frontage Road</DIV><DIV style="">West Haven, CT 06516</DIV><DIV style="">ph# 203.933.3308 ext. 119</DIV><DIV style="">fax# 203.933.0048</DIV><DIV style=""><A href="mailto:christian.reeves@g-iii.com">christian.reeves@g-iii.com</A></DIV><DIV><BR class="khtml-block-placeholder"></DIV><DIV><BR class="khtml-block-placeholder"></DIV><BR class="Apple-interchange-newline"></SPAN> </DIV><BR><DIV><DIV>On Mar 22, 2007, at 8:32 AM, Locke White wrote:</DIV><BR class="Apple-interchange-newline"><BLOCKQUOTE type="cite"> Not approved. All our marks are registered. Please add/change and send again.<BR><BR> Locke White<BR> Director of Licensing<BR><BR> Virginia Tech<BR> Southgate Drive (0161)<BR> Blacksburg, VA 24061<BR> (540) 231-3748<BR> <A href="mailto:lowwhite@vt.edu">lowwhite@vt.edu</A><BR><BR> <SPAN><DIV>&lt;4fe8091.jpg&gt;</DIV></SPAN> <BR> </BLOCKQUOTE></DIV><BR></DIV></BODY></HTML> </x-html>



## Fleming, Linda

---

**From:** Locke White [lowwhite@vt.edu]  
**To:** Chris Clough; Hincker, Larry  
**Subject:** RE: Help and Input Needed--Hokie Fan documentary

<html>

He would ask for permission inside the stadium but what I am concerned about is that Chambers denies the request because he sees it taking potential money away from them.&nbsp; Many times in the past he has denied permission, or did not want to get involved with various projects because he saw THEM doing it.&nbsp; Of course they rarely do and why I referenced the bullet holes in feet in my previous email.<br><br> Locke<br><br> At 09:19 AM 3/23/2006 - 0500, Chris Clough wrote:<br><br> <blockquote type=cite class=cite cite><font face="arial" size=2 color="#000080">Anyone can take any pictures they want in parking lot.&nbsp; I would think inside the stadium they may need some kind of clearance/permission.<br> </font><br> <font face="arial" size=2 color="#000080">&nbsp;<br> <hr> <div align="center"></font></div> <font face="tahoma" size=2><b>From:</b> Locke White [<a href="mailto:lowwhite@vt.edu" eudora="autourl">mailto:lowwhite@vt.edu</a>] <br> <b>Sent:</b> Thursday, March 23, 2006 7:25 AM<br> <b>To:</b> Hincker, Larry<br> <b>Cc:</b> Clough, Christopher<br> <b>Subject:</b> RE: Help and Input Needed--Hokie Fan documentary<br> </font><br> <font face="Times New Roman, Times">&nbsp;<br> </font><br> <font face="Times New Roman, Times">Will he be able to shoot fans inside the stadium?&nbsp; What about in the parking lot?&nbsp; I can see Chambers fighting him which is why I think he is going to need your support. <br><br> Locke<br><br> <br> At 12:51 PM 3/22/2006 -0500, Hincker, Larry wrote:<br><br> <br> </font><font face="arial" size=2 color="#000080">It s a nice project.&nbsp; I see no reason why he shouldn t do it.&nbsp; Technically, it doesn t require our permission, but it s nice that he contacted you.<br> </font><br> <font face="arial" size=2 color="#000080">&nbsp;<br> </font><br> <font face="arial" size=2 color="#000080">Larry Hincker<br> </font><br> <font face="arial" size=2 color="#000080">Associate Vice President<br> </font><br> <font face="arial" size=2 color="#000080">University Relations<br> </font><br> <font face="arial" size=2 color="#000080">Virginia Tech<br> </font><br> <font face="arial" size=2 color="#000080">314 Burruss Hall<br> </font><br> <font face="arial" size=2 color="#000080">Blacksburg, VA 24061</font><br><br> <font face="arial" size=2 color="#000080">540 231 5396<br> </font><br> <font face="arial" size=2 color="#000080"><a href="mailto:hincker@vt.edu">hincker@vt.edu</a><br> </font><br> <font color="#000080">&nbsp;<br> <hr> <div align="center"></font></div> <font face="tahoma" size=2><b>From:</b> Locke White [<a href="mailto:lowwhite@vt.edu" eudora="autourl">mailto:lowwhite@vt.edu</a>] <br> <b>Sent:</b> Wednesday, March 22, 2006 12:04 PM<br> <b>To:</b> hincker@vt.edu<br> <b>Cc:</b> Clough, Christopher<br> <b>Subject:</b> Help and Input Needed--Hokie Fan documentary<br> </font><br> &nbsp;<br><br> Larry,<br><br> I have something coming down the pike that I believe will be really neat and I might need your help.&nbsp; A prof in the English dept wants to do a documentary on Hokie fans that will be a retail product sold as a DVD (see email below).&nbsp; I think it is a FANTASTIC idea especially considering all the VERY negative publicity we have gotten over Vick and the ACC.&nbsp; Just last week I look in my Sports Illustrated and it has us listed on their &quot;Who Is Hot&quot; and &quot;Who Is Not&quot; page because of Vick and the QB being arrested for drinking.&nbsp; You know which side they had us.&nbsp; Anyway, our fans (and I would imagine you) are desperate for something nice being said about us.&nbsp; As you can see he is a huge fan and it will obviously be very favorable and upbeat.&nbsp; I am not sure what the Athletic department's reaction will be but if he catches crap from them will you throw your support behind his project?&nbsp; I cannot imagine that they wouldn't be all for it but with them you never know.&nbsp; They already have a few holes in their feet.&nbsp; Do you have any other thoughts and/or comments about the project?<br><br> Locke White<br> Director

of Licensing and Trademark Administration <br> Virginia Tech (0161)<br> Southgate Dr.<br> Blacksburg, VA&nbsp; 24061<br> (540) 231-3748<br> (540) 231-3878 (Fax) <br><br> Virginia Tech, <i>Invent the Future <br><br> <br><br> <br><br> </i>Date: Wed, 22 Mar 2006 11:40:20 -0500<br> From: skotz &lt;skotz@vt.edu>&gt;<br> Subject: Hokie Fan documentary<br> Sender: skotz &lt;skotz@vt.edu>&gt;<br> To: lowwhite@vt.edu<br> X-Mailer: Infinite Mobile Delivery (Hydra) SMTP v3.62.01<br> X-WebMail-UserId: skotz<br> X-Junkmail-Info: ALL\_TRUSTED,SARE\_HEAD\_HDR\_XEXP32S<br> X-Junkmail-Status: score=2/50, host=steiner.cc.vt.edu<br> X-EXP32-SerialNo: 00002216<br> Original-recipient: rfc822;lowwhite@vt.edu<br><br> Hello Locke:<br><br> Thanks for taking my call today.&nbsp; I certainly enjoyed the conversation, and I <br> wanted to follow up with a brief written overview of the project and our <br> vision.<br><br> Horse Archer Productions (<a href="http://www.horsearcherproductions.com/" eudora="autourl">www.horsearcherproductions.com</a>) is a film company <br> company founded by two creative Hokies.&nbsp; I graduated with a B. A. in 1989 and <br> an M. A. 1991 and have spent the last 15 years as a full time instructor in <br> the English department while working on various creative projects.&nbsp; My <br> partner, Chris Valluzzo, is a 1998 graduate who has worked as a professional <br> videographer and director since that time.&nbsp; We both live in the area and are <br> avid Tech fans.<br><br> We are planning a video documentary that will highlight the special <br> relationship between the university, its football team and its fans under the <br> working title of &quot;Hokie Fan&quot; (or alternatively, &quot;&quot;Hokie Nation.&quot;)&nbsp; As we know <br> here in southwest Virginia, Hokie fever is not a past time but a lifestyle and <br> we want to capture that incredible energy, devotion and unique identity as <br> fans ourselves.<br><br> We have lined up interviews with successful Tech grads and local fans from <br> many walks of life who return each weekend in fall to cheer on their team, and <br> are working on former player interviews going back to the 1940s.&nbsp; We will <br> follow them from the spring game through the bowl game and document the <br> phenomenon that makes the Hokie Nation so attractive to the bowl commissions.<br><br> We also plan to show off area businesses and the town of Blacksburg and would <br> like to do special features on other licensed Hokie products.&nbsp; We will be <br> working with Hokie clubs around the nation as well and try to give a sense of <br> just how wide spread the university's graduate fan base is.<br><br> As I mentioned on the phone, we want the world to see the best side of this <br> university, its fans and this town.&nbsp; We want Hokie fans to see themselves in <br> the best light too and encourage them to take even more pride in their role as <br> part of the university as a whole.&nbsp; And of course, we'd like to contribute to <br> the VT mystique.<br><br> I have been in the stands many times in the last 20 years and I have seen our <br> fans create fumbles, sacks, field goals and touchdowns through sheer <br> intensity.&nbsp; I have also known these same people invent new chemical processes, <br> design buildings, lead area businesses to success, save lives and educate the <br> country.<br><br> That is the VT fan I know and that is the VT fan I want the rest of the world <br> to know.<br><br> Sincerely,<br><br> Sean Kotz<br> Dept. of English<br><br> <font face="Times New Roman, Times"><br><br> Locke White<br> Director of Licensing and Trademark Administration<br> Virginia Tech (0161)<br> Southgate Dr.<br> Blacksburg, VA&nbsp; 24061<br> (540) 231-3748<br> (540) 231-3878 (Fax) <br><br> Virginia Tech, <i>Invent the Future <br> </i></font></blockquote><br><br> Locke White<br> Director of Licensing and Trademark Administration <br> Virginia Tech (0161)<br> Southgate Dr.<br> Blacksburg, VA&nbsp; 24061<br> (540) 231-3748<br> (540) 231-3878 (Fax) <br><br>

Virginia Tech, *<i>Invent the Future <br><br> </i></html>*

## Fleming, Linda

---

**From:** Locke White [lowwhite@vt.edu]  
**To:** Larry Hincker  
**Cc:** jcclough@vt.edu  
**Subject:** Fwd: Re: Hokie Hooey

Larry,

I thought you might be interested in a quick look at the label for the Hokie Hooey. Mike and I decided to delay bringing it to market until spring because of time constraints.

On another topic, hopefully you looked at that article I sent about the pro sports teams putting images on products. Exactly what Chambers has in mind.

Locke White  
Director of Licensing and Trademark Administration Virginia Tech (0161) Southgate Dr.  
Blacksburg, VA 24061  
(540) 231-3748  
(540) 231-3878 (Fax)

"Nothing great could be accomplished without enthusiasm!" (Ralph Waldo Emerson)

***MULTIMEDIA RIGHTS  
AGREEMENT TO LICENSE  
VIRGINIA POLYTECHNIC INSTITUTE  
AND STATE UNIVERSITY SPORTS  
PROPERTIES***

***April 1, 2008 – June 30, 2018***

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**MULTIMEDIA RIGHTS  
AGREEMENT TO LICENSE  
VIRGINIA POLYTECHNIC INSTITUTE AND STATE  
UNIVERSITY SPORTS PROPERTIES**

This LICENSE AGREEMENT EXTENSION is effective the first day of April 2008, between Virginia Polytechnic Institute and State University ("Virginia Tech") and INTERNATIONAL SPORTS PROPERTIES, INC. ("Licensee").

*The License Agreement documents consist of (a) this Multimedia Rights Extension Agreement to License executed in September 2008, (b) that certain Multimedia Rights Agreement to License dated July 2004, (c) that certain Virginia Multimedia Rights Agreement between Virginia Tech and International Sports Properties signed July 2002, (d) that certain **Virginia Tech Request For Proposal No.591942 Multimedia Rights Plan for Athletics Department (RFP)** dated May 12, 1999, (e) that certain revised proposal from International Sports Properties titled **Proposal for Exclusive Multimedia Rights** submitted on October 25, 1999 and (e) the resulting **Commonwealth of Virginia Standard Contract TS-026-00** entered into November 2, 1999, all of which are incorporated herein.*

*Interpretation of documents are to be as follows: (a) in the event of an irreconcilable difference between the terms of this **Agreement to License** and the terms of any other document, the terms of this **Agreement to License** shall control, (b) In the event of an irreconcilable conflict between the terms of ISP's revised **Proposal for Exclusive Multimedia Rights** and the terms of the original **RFP No.591942**, the terms of the revised **Proposal for Exclusive Multimedia Rights** and **Commonwealth of Virginia Standard Contract TS-026-00** shall control.*

WITNESSES:

Virginia Tech is the owner of certain intangible rights and desires to grant Licensee a license to exploit those rights; and

Licensee desires to license the rights described herein;

In consideration of the obligations and promises in this License Agreement, Virginia Tech and Licensee agree as provided below.

ARTICLE I. DEFINITIONS

1.01 "License" means the right to exploit marketing, advertising, sponsorship, merchandising and similar opportunities with respect to the Licensed Properties in accordance with this License Agreement.

1.01.1.1 "Licensed Properties" means the properties described in Exhibits A-L attached hereto.

- 1.01.1.1.1 Exhibit A - Football Game Publication
- 1.01.1.1.2 Exhibit B - Basketball Game Publications
- 1.01.1.1.3 Exhibit C - Official Sports Publication
- 1.01.1.1.4 Exhibit D - Stadium Advertising
- 1.01.1.1.5 Exhibit E - Coliseum Advertising
- 1.01.1.1.6 Exhibit F - At-Event Impact
- 1.01.1.1.7 Exhibit G - At-Event Hospitality

- 1.01.1.1.8 Exhibit H – Radio Network: Play-By-Play, Coaches Call-In Shows and Daily Report
- 1.01.1.1.9 Exhibit I – Television Show
- 1.01.1.1.10 Exhibit J – Miscellaneous Advertising Opportunities
- 1.01.1.1.11 Exhibit K – Internet Rights
- 1.01.1.1.12 Exhibit L – Merchandising and Licensing Opportunities

1.01.1.2 "License Agreement Year" means a 12 month period beginning on July 1, and each anniversary thereof, and ending on June 30, and each anniversary thereof, during the term of this License Agreement.

1.02 "Gross Collected Cash Revenue" means all collected cash revenues of Licensee that are received as a result of any exploitation of the Licensed Properties, less the following expenses:

- (a) Any tickets that are purchased by Licensee from Virginia Tech for home events conducted by Virginia Tech and in which its team(s) participate, and;
- (b) Advertising agency and third party sales commissions associated with Licensee's exploitation of the Licensed Properties, and;
- (c) Any additional broadcast rights fees paid by Licensee for programming it is required to produce and distribute (e.g., NCAA tournament, Coaches vs. Cancer Classic, bowl games, etc.).

1.03 Multi-property revenue refers to all cash attributable to the sales of Virginia Tech inventory. Such multi-property sales attributable to Virginia Tech shall be included in Gross Collected Cash Revenue and shall not be reduced except as provided for in 1.02 (a) – (d).

1.04 "In-kind revenues" means all collected non-cash revenues of Licensee that are received as a result of any exploitation of the Licensed Properties.

1.05 "Intolerable breach" means a breach of this License Agreement by either Licensee or Virginia Tech, which exposes the other party to immediate and irreparable harm of a material nature.

## ARTICLE II. LEGAL STATUS, AUTHORITY AND WARRANTY BY EACH PARTY

2.01 Virginia Tech represents that it is a public educational institution and warrants that it is a member in good standing of the Atlantic Coast Conference. Virginia Tech further represents and warrants that it has the authority to enter into this License Agreement and grant the rights and licenses contained herein, and that the affixed signature or signatures on this License Agreement are by representatives of Virginia Tech who are duly authorized by Virginia Tech.

2.02 Licensee represents that it is a duly organized North Carolina corporation in good standing and is authorized to do business in the Commonwealth of Virginia. Licensee represents and warrants that this License Agreement is a valid act of the corporation and that the signatures affixed on this License Agreement are by officers duly authorized by the Licensee.

## ARTICLE III. TERM OF THE LICENSE AGREEMENT AND RENEWALS

3.01 The term of this License Agreement Extension is from April 1, 2008 until June 30, 2018.



## ARTICLE IV. GRANT OF LICENSE

4.01 Virginia Tech, as licensor, grants to Licensee a worldwide license to the Licensed Properties, which are more fully described in Exhibits A-L to this Multimedia Rights Agreement to License. All provisions of Exhibits A-L are subject to this Multimedia Rights Agreement to License and, in the event of inconsistency, the provisions of this Multimedia Rights Agreement to License shall control.

4.02 Virginia Tech grants to Licensee a non-exclusive license to use and publish the name, marks, symbols and photographs of Virginia Tech in the exploitation of the license granted in 4.01, but only as expressly authorized by Virginia Tech. As an example, Licensee may use the name *Virginia Tech ISP Sports Network*, but Licensee will make it adequately evident to relevant third parties that the network is owned and operated by Licensee under a license granted by Virginia Tech.

4.03 Licensee shall receive any rights, described in Exhibits A-L, for any neutral site contest (excluding post-season contests) in which Virginia Tech teams participate and which Virginia Tech conducts. For any neutral site contest which Virginia Tech does not conduct, Virginia Tech will make best efforts to protect, at no additional expense to Licensee, the following rights for Licensee at any neutral site contest: sideline presence (cups, coolers, towels, squeeze bottles, etc), football coaches' headsets, game radio broadcast, and coaches' television shows.

4.04 Virginia Tech agrees to make best efforts to provide Licensee the rights described in Exhibits A-L, for any Virginia Tech athletic contest (excluding post season contests) held in a Virginia Tech athletic facility to which Virginia Tech does not own the rights or oversee the event operations. At such events, Virginia Tech agrees to protect, at no additional expense to Licensee, the following rights for Licensee at any such contest: sideline presence (cups, coolers, towels, squeeze bottles, etc), football coaches headsets, game radio broadcast, permanent signage located in and around the hosting facility, and coaches television shows.

4.05 Licensee's activities hereunder, including all advertising, sponsorship, marketing and business activities, and activities that make use of Virginia Tech's name, logos, and marks, must in every case, meet with the prior approval of the Virginia Tech director of athletics or his designee. Licensee agrees that it shall not publish or distribute any material, document, or item bearing the name, logo or mark of Virginia Tech without first having obtained advance approval as provided herein.

## ARTICLE V. RELATIONSHIP OF THE PARTIES

5.01 Licensee is an independent business and is not an employee or agent of Virginia Tech. Licensee will conduct the business of exploiting the Licensed Properties in such manner as it deems advisable, and Virginia Tech will not exert or attempt to exert any business control or supervision over Licensee with regard to the manner in which the business is conducted, nor will Virginia Tech issue any detailed work orders or instructions. Virginia Tech will not have the right to prescribe the number of hours that Licensee must devote to activities with respect to the License.

5.02 Licensee is an independent contractor and does not have the authority to obligate or bind Virginia Tech in any manner. Licensee will take appropriate steps to inform all relevant third parties of its independent contractor status.

5.03 Licensee may use the trademarks and other indicia, including any new indicia adopted and used or approved, of Virginia Tech at no charge on Licensee letterhead, business cards, presentations, promotional merchandise and apparel with the consent of Virginia Tech, which consent shall not be unreasonably withheld. All payments for use of such trademarks and other indicia are included in the payment of royalty described in Article VI. This grant of license does not assign, nor provide, prior approval for the use of Virginia Tech trademarks in retail sales.

5.04 Subject to the provisions of section 5.03, Licensee acknowledges that the Licensed Properties and all trademarks and other indicia associated therewith, including any new indicia adopted and used or approved for use by Virginia Tech, are the property of Virginia Tech and that the License does not transfer ownership to Licensee. Licensee's rights in the Licensed Properties are limited to those specifically granted under this License Agreement and any amendments hereto. Licensee will not at any time contest the validity of Virginia Tech's trademarks or other indicia or seek to file any trademark application with respect to any indicia associated with Virginia Tech or its athletics program.

5.05 The grant of this License extends only to the use of the Licensed Properties in a manner which is reasonably expected to conform to the highest standards applicable to the conduct of intercollegiate athletics in the U.S.A., and in a manner which is reasonably expected to preserve and enhance the reputation of Virginia Tech. Licensee, in the exploitation of the Licensed Properties, shall also conform to all applicable production value standards to which Virginia Tech is bound (e.g. conference television agreements, NCAA, etc.).

## ARTICLE VI. PAYMENT OF ROYALTY

6.01 Licensee will pay Virginia Tech an annual royalty each License Agreement Year equal to either the greater of:

6.01.1 The Revenue Share Calculation of: 50% of Gross Collected Cash Revenue sales less printing costs and New Football and Basketball Video/Scoring Equipment Stipend (or any future equipment stipend as referenced in 7.17), except for game programs and roster cards; **or**,

6.01.2 The following guaranteed royalty amounts each year:

| License Agreement Year | Base Rights Fee | Printing Stipend (inclusive of sales and other applicable taxes) | New Football & Basketball Video/Scoring Equipment Stipend | Total Guaranteed Royalty |
|------------------------|-----------------|------------------------------------------------------------------|-----------------------------------------------------------|--------------------------|
| 2008/2009              | \$2,111,500     | \$200,000                                                        | \$256,854                                                 | \$2,568,354              |
| 2009/2010              | \$3,400,000     | \$205,000                                                        | \$256,854                                                 | \$3,861,854              |
| 2010/2011              | \$3,550,000     | \$210,000                                                        | \$256,854                                                 | \$4,016,854              |
| 2011/2012              | \$3,700,000     | \$215,000                                                        | \$256,854                                                 | \$4,171,854              |
| 2012/2013              | \$3,950,000     | \$220,000                                                        | \$256,854                                                 | \$4,426,854              |
| 2013/2014              | \$4,200,000     | \$225,000                                                        | \$0                                                       | \$4,425,000              |
| 2014/2015              | \$4,450,000     | \$230,000                                                        | \$0                                                       | \$4,680,000              |
| 2015/2016              | \$4,700,000     | \$235,000                                                        | \$0                                                       | \$4,935,000              |
| 2016/2017              | \$4,950,000     | \$240,000                                                        | \$0                                                       | \$5,190,000              |
| 2017/2018              | \$5,250,000     | \$245,000                                                        | \$0                                                       | \$5,495,000              |

For the 2008/09 License Agreement Year, the parties agree that Virginia Tech will receive the Guaranteed Royalty of \$2,568,354 unless the Revenue Share calculation is greater than \$3,706,854 whereupon Virginia Tech will receive the amount of the Revenue Share Calculation as defined above. For the 2008/09 License Agreement Year, the Annual Royalty Payment will be made on June 15, 2009.

Beginning with the 2009/2010 License Agreement Year, the annual royalty payment will be paid 33% on or before December 31, and the remaining balance owing will be paid on June 15 each License Year. The December 31 payment shall be equal to 33% of the guaranteed royalty amount for that particular year. The June 15 royalty payment is based on the preceding formula.

6.02 With respect to Gross Collected Cash Revenue received after June 30 for the previous License Agreement Year, payment of any additional royalty that may be due under paragraph 6.01 will be payable by the 30th of the month following the month of collection.

- 6.02.1 A receivable becomes past due if payment is not received by the payment due date. At ninety days past due, the receivable becomes delinquent.
- 6.02.2 Virginia State Law requires that the Licensee make every attempt to collect past due amounts owed to the university.
- 6.02.3 After accounts have been at a Collection Agency for 6 months, with no activity, the account will be requested to be returned and may be written off.

6.03 Licensee may solicit in-kind revenues from exploitation of the Licensed Properties. In-kind revenues are not included in the calculation of Gross Collected Cash Revenue or the annual royalty. The total of all in-kind revenue will be split equally (50% to each party) between Virginia Tech and Licensee. If Virginia Tech's share of in-kind income exceeds the 50/50 ratio; Virginia Tech will pay Licensee 25% of the fair market value of the amount in excess of this threshold as a sales commission. Licensee will make distribution of in-kind royalty to Virginia Tech within 30 days of receipt. Virginia Tech's share of in-kind income shall not exceed 20% of the annual cash royalty. If Virginia Tech's share of in-kind income exceeds 20% of the annual cash royalty; Virginia Tech will pay ISP 25% of the fair market value of the amount in excess of this threshold as a sales commission. If Licensee solicits in-kind revenue on behalf of Virginia Tech (e.g. hotel, airline, meals, promotional items, etc), Virginia Tech agrees to provide all merchandising considerations (e.g., tickets, parking passes, Hokie Club memberships, etc.) necessary to fulfill those advertising package from which in-kind revenue is derived.

#### 6.04 Joint Venture Projects

- 6.04.1 Licensee and Virginia Tech agree to work jointly in developing new marketing and revenue generating projects not associated with inventory expressly described in the License Agreement. All costs associated with these joint ventures and revenue generated from these joint venture projects shall be shared equally between Virginia Tech and Licensee unless otherwise agreed upon.

All revenue derived by Licensee from new joint venture projects shall be considered exclusive of the gross sales revenue total and shall not be subject to revenue sharing provision with Virginia Tech.

Virginia Tech and Licensee may mutually agree to certain joint venture projects. The parties will share costs and revenue equally. For example, if Licensee and Virginia Tech agree to a Joint Venture that generates \$40,000 in sales and has \$30,000 in expense, the parties will each net \$5,000 from the joint venture. Licensee's \$5,000 net share would not be included in Gross Collected Cash Revenue as defined in the License Agreement (and therefore, not included for purposes of calculating the annual royalty fee).

- 6.04.2 Prior to April 1, 2008, Virginia Tech and Licensee entered into joint venture projects. The parties acknowledge that the rights following projects are included in Licensee's grant of rights. All revenue generated from these projects was included in Gross Collected Cash Revenue. Those projects include:

- 6.04.2.1 Lane Stadium Videoboard
- 6.04.2.2 Lane Stadium Out-of-Town Scoreboard
- 6.04.2.3 Football Game Program Posters
- 6.04.2.4 Football Bowl Game Guide

- 6.04.2.5 Football Spring Game Guide
- 6.04.2.6 Washington DC Radio Affiliate
- 6.04.2.7 Football Season Highlight Film (DVD, etc.)
- 6.04.2.8 Virginia Tech Football Game Rebroadcast-Hokie Playback
- 6.04.2.9 Cellular Phone Service

Virginia Tech will continue to be responsible for expenses outside of these joint ventures such as videoboard game day production, operation and maintenance, as well as the production costs incurred by Virginia Tech Football for the football highlight film.

## ARTICLE VII. ADDITIONAL CONSIDERATIONS

7.01 Virginia Tech will provide to Licensee 400 complimentary football season tickets each License Agreement Year. The number of complimentary football season tickets will increase by four (4) tickets each License Agreement Year. Additionally, Licensee will have the opportunity to purchase, at face value, 25 additional season tickets in the best available locations unless in a sold out situation. Once Licensee purchases any of these additional tickets, the ticket locations will become part of Licensee's allotment each subsequent License Agreement Year. These tickets will be for seats located in preferred seating areas of the Lane Stadium as defined in Appendix One. These tickets will be delivered to Licensee at the same time as season tickets are mailed. No additional considerations other than those defined in this License Agreement shall be required of Licensee in order to receive these tickets. Virginia Tech will continue to provide sixteen (16) football season tickets annually in the same locations as the 2007/08 year for the projects which were previously managed as joint ventures (e.g. cellular telephone and Washington DC radio affiliate). Licensee will continue to purchase 200 football season tickets for use with hospitality in the locations outlined in Appendix One.

7.02 Virginia Tech will provide to Licensee 224 complimentary men's basketball season tickets each License Agreement Year. The number of complimentary men's basketball season tickets will increase by four (4) tickets each License Agreement Year. Additionally, Licensee will have the opportunity to purchase, at face value, 12 additional season tickets in the best available locations unless in a sold out situation. Once Licensee purchases any of these additional tickets, the ticket locations will become part of Licensee's allotment each subsequent License Agreement Year. These tickets will be for seats located in preferred seating areas of Cassell Coliseum as defined in Appendix One. These tickets will be delivered to Licensee at the same time as season tickets are mailed. No additional considerations other than those defined in this License Agreement shall be required of Licensee in order to receive these tickets. Virginia Tech will continue to provide twelve (12) men's basketball season tickets annually in the same locations as the 2007/08 year for the projects which were previously managed as joint ventures (e.g. cellular telephone and Washington DC radio affiliate).

7.03 Virginia Tech will provide to Licensee 200 complimentary women's basketball season tickets each License Agreement Year. These tickets will be for seats located in preferred seating areas of Cassell Coliseum as defined in Appendix One. These tickets will be delivered to Licensee at the same time as season tickets are mailed. No additional considerations other than those defined in this License Agreement shall be required of Licensee in order to receive these tickets.

7.04 Licensee may purchase additional priority football season tickets per License Agreement Year from Virginia Tech, subject to availability. The location of these tickets will be best available after Virginia Tech assigns all Hokie Club members, faculty, staff, and student season tickets. All ticket locations will be assigned in even numbered increments. Payment for additional football season tickets will be due by June 30 of each License Agreement Year.

7.05 Licensee may purchase additional priority men's basketball season tickets per License Agreement Year from Virginia Tech, subject to availability. The location of these tickets will be best

available after Virginia Tech assigns all Hokie Club members, faculty, staff, and student season tickets. All ticket locations will be assigned in even numbered increments. Payment for additional basketball season tickets will be due by June 30 of each License Agreement Year.

7.06 Licensee may purchase additional priority women's basketball season tickets per License Agreement Year from Virginia Tech, subject to availability. The location of these tickets will be best available after Virginia Tech assigns all Hokie Club members, faculty, staff, and student season tickets. All ticket locations will be assigned in even numbered increments. Payment for additional women's basketball season tickets will be due by June 30 of each License Agreement Year.

7.07 Virginia Tech will provide appropriate event passes and parking to Licensee staff, program sellers, and other mutually agreed upon personnel to adequately handle gameday operations and promotions. (See Appendix Four.)

7.08 Virginia Tech will provide to Licensee 110 VIP parking passes for each home football game at no charge and 50 VIP parking passes for home men and women's basketball games. (See Appendix Five.)

7.09 Virginia Tech will provide Licensee the following complimentary ticket allocations to any of the following events in which it participates:

|     |                                                         |             |
|-----|---------------------------------------------------------|-------------|
| (a) | Conference football championship game                   | 75 tickets  |
| (b) | Post-season football bowl game                          | 75 tickets  |
| (c) | Atlantic Coast Conference men's basketball tournament   | 100 tickets |
| (d) | Atlantic Coast Conference women's basketball tournament | 50 tickets  |
| (e) | Post-season basketball tournament (NCAA or NIT):        |             |
| (1) | First and second rounds                                 | 50 tickets  |
| (2) | Third and fourth rounds                                 | 50 tickets  |
| (3) | Fifth and sixth rounds (Final Four)                     | 50 tickets  |

The seat locations of these tickets will be allocated as follows: Virginia Tech will divide its allotment into groupings of 100 seats each, beginning with the best 100 seats and continuing to the worst 100 seats. Licensee will receive 10 tickets from each group of 100 until Licensee's total is reached. If the application of this process will not fulfill the distribution requirements of this paragraph 7.09, then the balance will be selected by Virginia Tech at its discretion.

Virginia Tech will provide Licensee the opportunity to purchase an additional 50 post-season football bowl game tickets. Additionally, Virginia Tech will provide Licensee the opportunity to purchase ticket quantities beyond those listed herein, based upon availability.

7.10 In addition, Virginia Tech will provide Licensee with the opportunity to purchase at face value up to 20 tickets to any away football in which it participates.

7.11 Virginia Tech will provide to Licensee press credentials, sideline passes and press parking passes for each home football game which Licensee broadcasts each year. In addition, Virginia Tech will provide to Licensee working press credentials and press parking passes for each home men's and women's basketball game which Licensee broadcasts each year. Virginia Tech will also provide to Licensee working press credentials and press parking passes for each away football and men's and women's basketball game which Licensee broadcasts, and any pre-season or post-season games involving the football and men's and women's basketball teams. In addition, Virginia Tech will provide to Licensee staff all-access passes for each home football and men's and women's basketball game. (See Appendix Four.)

7.12 Upon request, and as available, Virginia Tech may provide Licensee charter transportation, ground transportation and accommodations with the official team party for the broadcasts

(radio and television) crew for any pre-season, regular season and post-season games broadcast by Licensee. These seats and accommodations and tickets may be provided to licensee at no charge.

7.13 Each License Agreement Year, Virginia Tech will provide to Licensee 200 complimentary individual tickets each to one football and one men's basketball game which Licensee and Virginia Tech agree upon as "Network Affiliates and Advertisers Day". If the parties cannot agree on a game for this purpose, Virginia Tech will be obligated to designate a football game by July 1 and a basketball game by October 1 of each License Agreement Year.

7.14 Virginia Tech will provide to Licensee promotional materials, as reasonably requested by Licensee. Virginia Tech will also afford six (6) complimentary invitations to athletics banquets and special events to Licensee for its use with advertisers. Virginia Tech will further provide to Licensee athletics department vendor lists, university vendor lists, as available, and other opportunities, which are otherwise available upon request. Licensee will keep all such lists confidential, and will not disclose them to third parties without Virginia Tech's prior written consent.

7.15 Virginia Tech will arrange for the athletics director, head football, head men's and women's basketball coaches to make up to five (5) appearances each at corporate outings or sales presentations sponsored by Licensee each License Agreement Year, or personal endorsements each per License Agreement Year at no charge to Licensee.

7.16 Licensee will lease a suite at Lane Stadium each License Agreement Year. Virginia Tech has added Licensee to the waiting list for a suite on the west side of Lane Stadium. Licensee's opportunity to move to a west side suite will be in accordance with Licensee's placement on the wait list.

7.17 Should Virginia Tech deem it a necessity to secure additional or new video/scoring equipment which provides Licensee additional new premium inventory for the football or men's basketball venue during the term of this partnership, Licensee will pay 1/10 of the cost of the equipment for each License Agreement Year remaining on the term of this License Agreement. If Licensee is not in agreement for any reason with equipment deemed a necessity by Virginia Tech, Virginia Tech and Licensee will engage a neutral third party consultant (who does not have ties or a relationship with an equipment firm) to evaluate the situation and render an opinion. Virginia Tech and Licensee will equally share the cost of the consultant. Upon mutual agreement, this payment may be paid as a one-time, up front payment during the first full License Agreement Year in which the new equipment is installed and operational.

## ARTICLE VIII. PERFORMANCE OF LICENSEE

8.01 Licensee will use its best efforts to exploit fully each and every Licensed Property identified in Exhibits A-L.

8.02 If, during the term of this License Agreement, Licensee determines that its obligation to exploit one or more of the Licensed Properties will result in an unavoidable financial loss to Licensee, then Licensee may elect not to exploit the license for that property. Licensee must notify Virginia Tech of any such decision and Virginia Tech will be free to take such steps, as it deems appropriate to exploit the property. Additionally, Virginia Tech may request that Licensee undertake other multi-media opportunities, if Licensee elects not to exploit such additional opportunities, then Virginia Tech shall have the exclusive right to engage in such opportunities. No revenues received by Virginia Tech as a result of additional multi-media opportunities declined by Licensee shall be included in the calculation of the Gross Collected Cash Revenue hereunder.

## ARTICLE IX. CONTROLLING LAW

9.01 The laws of the Commonwealth of Virginia govern this License Agreement.

9.02 This agreement shall be regulated by the rules of the National Collegiate Athletics Association. All conflicts shall be resolved in accordance with NCAA Bylaws.

## ARTICLE X. FAILURE TO OBJECT NOT A WAIVER

10.01 The failure of a party to object to or act upon a breach of this License Agreement by the other party is not a waiver of that breach or any future breach.

## ARTICLE XI. LEGAL CONSIDERATION

11.01 If any of the provisions of this License Agreement are held to be invalid, illegal or unenforceable, the invalidity or unenforceability will not affect any other provision of this License Agreement, which will be construed as if the invalid, illegal or unenforceable provision had never been part thereof.

## ARTICLE XII. BREACH AND OPPORTUNITY TO CURE; TERMINATION

12.01 Except with respect to an intolerable breach, if either party believes the other has failed to perform any of the material obligations of this License Agreement, that party will deliver a written notice of the failure to the other party and provide a reasonable opportunity of not less than 30 days to cure the default prior to declaring a breach and termination or seeking other remedy.

12.02 If either party commits an intolerable breach of this License Agreement, the other party may, in its sole discretion, declare this License Agreement to be breached and terminated without waiving any of its rights under this License Agreement.

## ARTICLE XIII. MATERIAL IMPAIRMENT TO FULFILLING CONTRACTUAL OBLIGATION; TERMINATION BY VIRGINIA TECH WITHOUT CAUSE

13.01 If, during the term of this License Agreement, Virginia Tech is cited and/or sanctioned by the NCAA for violations, Licensee may reduce the annual royalty in affected License Agreement Year(s) by an amount that equitably reflects the impact of the citation or sanction (as a result of clients refusing to participate or reducing or withdrawing their commitments because of the sanctions).

13.02 In the event of a major disaster or national emergency (for example, declaration of war), which (1) necessitates the interruption or cancellation of a broadcast or telecast under the terms of this License Agreement, or which (2) materially impairs the ability of Licensee to exploit the license or collect revenue, the annual royalty may be adjusted equitably to reflect the impact of the interruption, cancellation or impairment on Gross Collected Cash Revenue for the License Agreement Year.

13.03 If Virginia Tech materially reduces its financial commitment to the football program or no longer plays football at the Division 1-A level as defined by the NCAA, Licensee may terminate this License Agreement immediately by giving notice to Virginia Tech of its intention to terminate.

13.04 If Virginia Tech materially reduces its financial commitment to the men's basketball program or no longer plays men's basketball at the Division I-A level as defined by the NCAA, Licensee may terminate this License Agreement immediately by giving notice to Virginia Tech of its intention to

terminate, or reduce the annual royalty in affected License Agreement Year(s) by an amount that equitably reflects the impact of such competitive reduction sanction (as a result of clients refusing to participate or reducing or withdrawing their commitments because of the reduction).

13.05 If Virginia Tech withdraws or is expelled from or otherwise ceases to be a member in good standing of the Atlantic Coast Conference, Licensee may terminate this License Agreement immediately by giving notice to Virginia Tech of its intention to terminate. This provision is not valid if such change in conference affiliation is deemed similar.

13.06 Virginia Tech and Licensee agree that Licensee's offer to contract and Virginia Tech's acceptance is based upon the availability of those properties defined in Exhibits A-L. Virginia Tech has previously supplied Licensee with information concerning all known contractual limitations on use of the inventory that are in existence on the date of this License Agreement. If the inventory offerings described herein are materially changed or adversely impacted by subsequently entered agreements which Virginia Tech must honor (e.g., conference television agreements, etc.), either the annual royalty will be adjusted equitably to reflect such impact or Licensee may terminate this License Agreement with no penalty by notifying Virginia Tech of its intention to do so.

13.07 In the event that Virginia Tech does not consistently schedule a minimum of six (6) home football games and fifteen (15) home men's basketball games (to include exhibition games), both parties agree that this may materially impair the ability of Licensee to fully exploit the License. Should this occur, the parties agree to negotiate an equitable adjustment in the royalty to reflect the impact for that License Agreement Year. All events counted in the above home game totals must allow Licensee all Licensed Properties defined herein.

#### ARTICLE XIV. INSURANCE; INDEMNITY

14.01 Licensee will maintain insurance for its activities under this agreement. The insurance policy will name Virginia Tech as an additional insured. The insurance will include coverage for, but not be limited to, damage arising as a result of personal injury, property damage, libel or slander. The policy and amount of coverage is subject to commercially reasonable availability of coverage and affordability. Licensee will furnish Virginia Tech copies of the policy.

#### ARTICLE XV. ASSIGNMENT AND SUB-LICENSES

15.01 This License Agreement is not assignable by either party, in whole or in part without the prior written consent of the parties. Licensee may utilize sub-contractors in the discharge of its responsibilities; however, Licensee may not sub-license any of the rights granted to Licensee in this License Agreement.

15.02 In the exploitation of the Licensed Properties, Licensee may utilize the services of outside or independent national, regional or local sales agencies. These agencies include, but are not limited to, Lincoln Financial Sports and Entertainment, Atlantic Coast Conference marketing consortium, NCAA Properties, Dorna USA, Learfield Sports, and University Sports Publications. All net revenue produced by these agencies and received by Licensee is included in the calculation of the Gross Collected Cash Revenue and annual royalty. Licensee's contracts with each such agency shall provide that the agency's activities are subject to, and governed by, the terms of this License Agreement.

#### ARTICLE XVI. RIGHT TO INSPECT RECORDS OF LICENSEE

16.01 Virginia Tech may inspect Licensee's financial records relative to the exploitation of the Licensed Properties by giving ten (10) business days written notice of its intention to do so. This must be done during Licensee's regular office hours. Licensee will make available during these inspections all



relevant records with respect to the computation of royalty and Gross Collected Cash Revenue and in-kind revenue. Should Virginia Tech elect to audit Licensee's relevant financial records, it shall be done at Virginia Tech's expense, unless the audit reveals a discrepancy of ten percent (10%) or greater in favor of Virginia Tech relating to amounts owed to Virginia Tech under this Agreement, in which case the entire cost of the audit shall be borne by Licensee.

16.02 Licensee will provide an annual financial report to Virginia Tech providing documentation of revenue and expenses related to the calculation of Gross Collected Cash Revenue and the annual royalty. Such report shall include a list of all uncollected revenue. In addition, and upon request of Virginia Tech, Licensee will provide such other financial information relevant to the exploitation of this License Agreement.

16.03 Licensee agrees to retain all books and records related to this contract for a period of five (5) years after final payment or until audited, whichever is sooner.

#### ARTICLE XVII. NOTICES

17.01 All notices given under this License Agreement will be in writing and dispatched by registered or certified mail, return receipt requested, and addressed to the party to be notified at its address set forth below. The notices will be deemed given when received. Notice to Virginia Tech and Licensee will be addressed as follows unless changed in writing by notice to the other party:

Virginia Tech: Virginia Tech  
ATTN: General Counsel  
327 Burrus Hall (0121)  
Blacksburg, VA 24062-0502

LICENSEE: International Sports Properties, Inc.  
ATTN: Benjamin C. Sutton, Jr.  
540 N. Trade Street  
Winston-Salem, NC 27101

ARTICLE XVIII. ENTIRE AGREEMENT

18.01 This License Agreement, including all exhibits and appendices, contains the entire agreement of the parties with respect to its subject matter. No representations have been made or relied on by either party, other than those expressly provided for. No agent, employee, or other representative of either party is empowered to alter any of its terms, unless done in writing and signed by an authorized officer or agent of the appropriate party.


IN WITNESS WHEREOF the parties have caused this License Agreement to be executed by an authorized representative on the date first above written.

VIRGINIA TECH

By:  Vice President for Finance and Chief Financial Officer  
M. Dwight Shelton

Date: 9/11/08

INTERNATIONAL SPORTS PROPERTIES, INC.

By:  Chairman and Chief Executive Officer  
Benjamin C. Sutton, Jr.

Date: 09/09/08

Attest:  Secretary

Date: 9/9/08

(Corporate Seal)

## EXHIBIT A. FOOTBALL GAME PUBLICATION

**A.1.01 Description of Property** An official Virginia Tech football game publication will be produced for each Virginia Tech home football game. This publication may take the form of either a souvenir yearbook and/or game program, which will, at a minimum, contain 128 pages plus covers, and may include a poster and an insert. Licensee will sell issues at Virginia Tech home football games.

**A.2.01 Rights Licensed** An exclusive license is granted to produce and sell advertising in the publication. If the publication is in the form of either a souvenir yearbook and/or a game program, advertising may not exceed 50% of the publication and Licensee may place corporate recognition on front covers in a size up to 9 square inches.

### **A.3.01 Licensee Obligations**

**A.3.01.01** Licensee is responsible for soliciting and collecting all advertising and game sales receipts.

**A.3.01.02** Licensee will make available for sale at Virginia Tech home football games as many issues of this publication, as it deems necessary. Licensee will be responsible for all costs and arrangements incidental to the production and timely delivery. Upon request of Virginia Tech, Licensee will provide up to 1,300 complimentary copies of each issue to Virginia Tech prior to each home football game. Virginia Tech may purchase additional copies at Licensee's cost by notifying Licensee on or before July 1 of each License Agreement Year.

**A.4.01 Virginia Tech Obligations** Virginia Tech will produce and provide all editorial content, including text, images and artwork within an acceptable layout/design format (e.g. PageMaker, Quark) by dates and times specified by Licensee and cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property.

## EXHIBIT B. BASKETBALL GAME PUBLICATIONS

**B.1.01 Description of Property** An official Virginia Tech basketball game publication is produced for the Virginia Tech home men and women's basketball schedule. These publications may take the form of either a souvenir yearbook and/or game program and/or a game poster/roster card. Licensee will sell or distribute mutually agreed upon quantities at Virginia Tech men's and women's home basketball games.

**B.2.01 Rights Licensed** An exclusive license is granted to produce and sell advertising in the publications. If the publication is in the form of either a souvenir yearbook and/or game program, advertising may not exceed 50% of the publication and Licensee may place corporate recognition on front covers in a size up to 9 square inches

### **B.3.01 Licensee Obligations**

**B.3.01.01** Licensee is responsible for soliciting and collecting all advertising and game sales receipts.

**B.3.01.02** Licensee will make available for sale at Virginia Tech home basketball games as many issues of the publications, as it deems necessary. Licensee will be responsible for all costs and arrangements incidental to the production, timely delivery and sale of the publications. Upon request of Virginia Tech, Licensee will provide up to 150 complimentary copies of each men's basketball up to 150 complimentary copies for women's basketball issue to Virginia Tech prior to each home basketball game. Virginia Tech may purchase additional copies at retail price by notifying Licensee on or before October 1 of each License Agreement Year.

**B.4.01 Virginia Tech Obligations** Virginia Tech will produce and provide all editorial content, including text, images and artwork within an acceptable layout/design format (e.g. PageMaker, Quark) by dates and times specified by Licensee and cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property.

## EXHIBIT C. OFFICIAL SPORTS PUBLICATION

**C.1.01 Description of Property** An official Virginia Tech sports publication is produced by Virginia Tech (currently this publication is known as Inside Hokie Sports, a minimum of eleven times per year. The publication will consist of editorial copy produced by Virginia Tech and advertising space sold by Licensee. Virginia Tech shall determine the size of the publication; currently, the publication is routinely 48 pages.

**C.2.01 Rights Licensed** An exclusive license is granted to sell advertising in the publication.

### **C.3.01 Licensee Obligations**

- C.3.01.01 Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts.
- C.3.01.02 If the publication is 48 pages or less, Licensee may sell advertising on 17 pages of the publication, which includes the covers. .
- C.3.01.03 Licensee's sponsors and radio and television affiliate stations will receive complimentary subscriptions to the publication. Licensee will pay the postage for these complimentary issues.

### **C.4.01 Virginia Tech Obligations**

- C.4.01.01 Virginia Tech will use best efforts to have the publication contain no less than 48 pages per issue.
- C.4.01.02 Virginia Tech will print a minimum of 11 issues annually.
- C.4.01.03 Virginia Tech will provide an annual schedule of advertising copy deadlines and specifications by May 1 prior to the next License Agreement Year.
- C.4.01.04 Virginia Tech is responsible for all costs and arrangements incidental to producing, printing and mailing the publication.
- C.4.01.05 Licensee may send out sponsor direct mail pieces to the subscriber list for the Official Sports Publication with advance approval from Virginia Tech. All collateral will be mailed via a third party mail house. Licensee will be responsible for all incremental costs associated with the mailings.

## EXHIBIT D. STADIUM ADVERTISING

**D.1.01 Description of Property** Virginia Tech owns several athletic facilities, stadiums, and athletic playing fields. Each has one or more locations under the control of Virginia Tech, which may be used for advertising purposes. The locations that are the subject of this license include all areas which are currently being used for advertising, and any other which may subsequently become available upon expiration of pre-existing advertising agreements, and any additional locations created by Licensee or Virginia Tech, and approved by Virginia Tech.

Stadium advertising includes, but is not limited to, the following (except as provided in Appendix Two):

- (a) Lane Stadium South End Zone 260' LED pro ad signage and center portal.
- (b) Lane Stadium football videoboard which features tri-vision sponsor displays and static sponsor displays.
- (c) Lane Stadium field level signage (static and rotational)
- (d) Rotational/static/digital signage that Licensee may install on the Lane Stadium sideline fascia
- (e) Static sponsor displays on possession clocks at Lane Stadium
- (f) Static signage opportunities that either currently exist or which Licensee may elect to sell in and around Lane Stadium concession areas, stadium entries/exits, outdoor concourses, restrooms, portal entries/exits into seating area and press box base area
- (g) Videoboard advertising displays and promotions at all events at Lane Stadium
- (h) Public address announcements at Virginia Tech events at Lane Stadium
- (i) Temporary signage at Lane Stadium
- (j) Plastic souvenir stadium cups and concession containers
- (k) All stadium and athletic facilities scoreboards and signage, including, but not limited to, baseball stadium, softball stadium, soccer/track stadium, tennis facilities and football practice facility
- (l) Message center displays at other Virginia Tech facilities, as available
- (m) Public address announcements at other Virginia Tech facilities, as available
- (n) Temporary signage for special events, as approved by Virginia Tech
- (o) Coaches' headsets
- (p) Silhouette football goal post net signage
- (q) Football out-of-town scoreboard
- (r) Company logo on football tunnel covers (currently two locations)
- (s) Other opportunities as approved by Virginia Tech

**D.2.01 Rights Licensed** An exclusive license is granted to sell advertising at all locations designated in paragraph 1.01 of this exhibit. This exclusive license shall apply to all current athletic facilities and future athletic facilities utilized by Virginia Tech.

### **D.3.01 Licensee Obligations**

- D.3.01.01 Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts. Licensee is responsible for producing all new advertising displays for insertion into, or on, stadium advertising equipment. Licensee and Virginia Tech will mutually agree upon distribution of costs incidental to maintaining, in good working order, all athletic venue advertising equipment.
- D.3.01.02 Licensee will provide Virginia Tech two (2) rotational signs on the north end zone field level sign in Lane Stadium for the promotion of

Virginia Tech programs. Virginia Tech will be responsible for paying all production and installation costs for these signs.

**D.4.01 Virginia Tech Obligations**

- D.4.01.01 Virginia Tech will be responsible for the fulfillment of stadium advertising commitments at Virginia Tech athletic events.
- D.4.01.02 Virginia Tech will make best efforts to not allow outside television syndicators or video broadcast companies to superimpose sponsor logos or messages on any Virginia Tech Stadium events, nor superimpose any image over Stadium sponsorship sold by Licensee.
- D.4.01.03 Virginia Tech will display all signage sold by Licensee at all athletic events to the extent that Virginia Tech is not precluded from doing so by the NCAA, Atlantic Coast Conference or campus regulations.
- D.4.01.04 Virginia Tech will not allow outside third parties to use Virginia Tech Athletics events in conjunction with advertising inventory except as agreed upon by Licensee.

## EXHIBIT E. COLISEUM ADVERTISING

**E.1.01 Description of Property** Virginia Tech's Cassell Coliseum ("Coliseum") has various locations under the control of Virginia Tech, which may be used for advertising purposes. The locations which are the subject of this license include all areas which are currently being used for advertising and any others which may subsequently become available upon expiration of pre-existing advertising agreements, those listed below, and any others which may subsequently be created by Licensee or Virginia Tech, and approved by Virginia Tech.

Coliseum advertising includes, but is not limited to, the following:

- (a) All fixed and rotational courtside signage
- (b) All scoreboard and videoboard signage and promotions
- (c) Public address announcements at all Virginia Tech events
- (d) Virginia Tech and opposing team bench chair backs
- (e) Basketball goalposts padding
- (f) Basketball backboard supports
- (g) Team entry covers/signage
- (h) Coliseum scoreboards signage
- (i) Upper arena, wall-mounted fascia strip scoreboards and signage
- (j) Static signage opportunities that either currently exist or which Licensee may elect to sell in and around Coliseum concession areas, facility entry/exits, restrooms, concourses, portal entries/exits into seating areas.
- (k) Temporary signage and displays for special events inside and outside Coliseum
- (l) Plastic souvenir Coliseum cups and concession containers
- (m) Courtside employees (e.g., ballboys, scorer's table crew, managers, etc.) clothing and equipment
- (n) Entry ways signage
- (o) Shot clocks signage
- (p) Company logo on basketball tunnel covers (currently one location)
- (q) Other opportunities as approved by Virginia Tech

**E.2.01 Rights Licensed** An exclusive license is granted to sell advertising at all locations designated in 1.01 of this exhibit, and at all such locations at any venue in which Virginia Tech is the host institution. This exclusive license shall apply to all current athletic facilities and future athletic facilities utilized by Virginia Tech.

### **E.3.01 Licensee Obligations**

- E.3.01.01 Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts. Licensee is responsible for producing all new advertising displays for insertion into, or on, Coliseum advertising equipment.
- E.3.01.02 Licensee will provide Virginia Tech with mutually agreed upon advertising or signage in Cassell Coliseum for the promotion of Virginia Tech programs. Virginia Tech will be responsible for paying all production and installation costs for these signs.

### **E.4.01 Virginia Tech Obligations**

- E.4.01.01 Virginia Tech will be responsible for the fulfillment of Licensee's Coliseum advertising commitments at Virginia Tech athletic events.



- E.4.01.02 Virginia Tech will make best efforts to not allow outside television syndicators or video broadcast companies to superimpose sponsor logos or messages on any Virginia Tech Coliseum events, nor superimpose any image over Coliseum sponsorship sold by Licensee.
- E.4.01.03 Virginia Tech will display all signage sold by Licensee at all athletic events to the extent that Virginia Tech is not precluded from doing so by the NCAA, Atlantic Coast Conference or campus regulations.
- E.4.01.04 Virginia Tech will not allow outside third parties to use Virginia Tech events in conjunction with advertising inventory except as agreed upon by Licensee.

## EXHIBIT F. AT-EVENT IMPACT

**F.1.01 Description of Property** Various events and special promotions are conducted each year on a per event basis for the purpose of promoting advertisers solicited by Licensee. These events, by their nature, become available from time to time and cannot be completely defined in advance, but must be approved by Virginia Tech in its reasonable discretion. Examples of at-event impact advertising opportunities include, but are not limited to, the following:

- (a) Product displays
- (b) Temporary signage
- (c) Sampling, couponing and free product distribution to fans attending Virginia Tech events
- (d) Title sponsorships of Virginia Tech events
- (e) Presenting sponsorships of Virginia Tech events
- (f) Pregame, postgame, halftime and timeout in-arena/stadium, on-court/field promotions, contests, mascot appearances, corporate recognition/presentations, and/or giveaways
- (g) Marketing research collection
- (h) Ancillary entertainment opportunities such as halftime shows, etc.
- (i) Varsity team tournaments and special events

**F.2.01 Rights Licensed** An exclusive license is granted to produce and sell at-event impact advertising opportunities as those opportunities arise.

### **F.3.01 Licensee Obligations**

- F.3.01.01 Licensee is responsible for soliciting all at-event impact sales opportunities, securing at-event impact advertising copy and materials, and collecting all at-event impact sales receipts.
- F.3.01.02 Human Subject Experimentation: Promotions that conduct, in large or small part, research, or gather data or information from participants, must have approval from the Institutional Review Board for Research Involving Human Subjects (IRB). Examples include surveys, interviews, observations of activities or behaviors, exercise tests, blood collections, psychological or medical measurements or intervention, and sensory responses to taste, smell, etc. Any research involving responses from people or access to records about people must have a review. An at-event promotion that involves any of the above activities will not be approved without IRB approval.

### **F.4.01 Virginia Tech Obligations**

- F.4.01.01 Virginia Tech will be responsible for providing assistance in the fulfillment of Licensee's at-event impact advertising commitments at Virginia Tech athletic events.
- F.4.01.02 Virginia Tech will not allow outside third parties to use Virginia Tech events in conjunction with advertising inventory except agreed upon by Licensee.

## EXHIBIT G. AT-EVENT HOSPITALITY

**G.1.01 Description of Property** Certain facilities may be used by Licensee for the enjoyment and entertainment of customers who wish to participate in an organized social event in conjunction with Virginia Tech events. These facilities include, but are not limited to, the following:

- (a) A designated football pre-game hospitality area, in and/or adjacent to the Lane Stadium
- (b) Use of a basketball pre-game hospitality area at Cassell Coliseum
- (c) Licensee will have priority over non-Virginia Tech groups in scheduling use of the Virginia Tech athletic department controlled social areas providing it requests the use at least three (3) months prior to the date of intended use

**G.2.01 Rights Licensed** An exclusive license is granted to market and/or conduct at-event hospitality at the locations described in paragraph 1.01.

**G.3.01 Licensee Obligations** Licensee is responsible for soliciting all at-event hospitality sales, and collecting all at-event hospitality sales receipts.

### **G.4.01 Virginia Tech Obligations**

- G.4.01.01 Virginia Tech shall make available to Licensee athletic event tickets for purchase, as needed and requested by Licensee, for participants in at-event hospitality activities. Virginia Tech will sell the tickets for these participants to Licensee at full price, unless Virginia Tech establishes a discount ticket or group rate. Virginia Tech will notify Licensee of ticket prices by March 1 prior to each License Agreement Year.
- G.4.01.02 Virginia Tech will furnish to Licensee at no charge an area in close proximity to Lane Stadium and the associated facilities, which are necessary for its activities with respect to this property, including, but not limited to, electric service, trash containers and removal, and grounds keeping services. Such locations may include tent locations and the Cassell Coliseum concourse.
- G.4.01.03 From time to time, and as available, Virginia Tech will furnish to Licensee at no charge the Virginia Tech athletic department controlled social areas and the associated facilities which are necessary for its activities with respect to this property, including, but not limited to, restrooms, parking space and passes for catering vehicles and food storage/preparation area. Licensee shall be responsible for all costs associated with activities it conducts in this facility, including staffing, catering, and cleaning.

## EXHIBIT H. RADIO NETWORK: PLAY-BY-PLAY, COACHES CALL-IN SHOW AND DAILY REPORT

**H.1.01 Description of Property** Virginia Tech owns the right to broadcast radio transmissions of its athletic contests. This has customarily been done for football, men's basketball and women's basketball. Additionally, the network may carry, weekly and daily, programs featuring coaches of these sports and other program guests. The purpose of the network is to provide exclusive radio coverage of these athletic events and shows to the greatest extent possible, to promote Virginia Tech athletics, and to realize advertising revenues.

**H.2.01 Rights Licensed** An exclusive license is granted:

H.2.01.01 To broadcast, market, produce and distribute on radio athletic contests played by Virginia Tech varsity athletic teams ("games" as used in this exhibit shall be defined as all regular season and post season football, men's basketball, and women's basketball games), which Licensee elects to broadcast. "Exclusive" for the purposes of this property, means that no individual radio stations or other networks will be authorized by Virginia Tech to broadcast live reports of games or other regularly scheduled Virginia Tech programming, except as otherwise provided in this exhibit. It does not prohibit ordinary press coverage. It does not include television coverage.

H.2.01.02 To Licensee to assign its audio coverage to any television broadcaster (as approved by Virginia Tech) that wishes to purchase the coverage from Licensee.

H.2.01.03 To broadcast, market, produce and distribute on radio a weekly call-in radio show for up to thirty (30) weeks. This show will include fifteen (15) regular weekly appearances by the head football coach, fifteen (15) regular weekly appearances by the head men's basketball coach, and up to ten (10) weekly appearances by the athletics director, head women's basketball coach and either the football offensive or defensive coordinator, plus appearances by other coaches, as requested by Licensee.

H.2.01.04 To broadcast, market, produce and distribute on radio a daily pre-recorded radio show for up to 180 days. This show may include, but is not limited to, guest appearances by the athletic director, head football, head men's basketball, head women's basketball and other coaches, student-athletes or staff.

**H.2.02 Terms and conditions governing this property are:**

H.2.02.01 The license applies only to radio broadcast rights which Virginia Tech owns and has the right to license. No agreement is made with regard to rights of other teams or third parties.

H.2.02.02 Licensee has the exclusive right to all advertising contained within these broadcasts, and will determine, subject to the program format, the amount of advertising. Licensee may determine the location of the weekly call-in shows' origin and Virginia Tech will ensure the appearance of those personalities described in H.2.01.

H.2.02.03 Licensee has the exclusive worldwide right to distribute these broadcasts via all current and future forms of distribution, which currently include national radio networks, such as Westwood One, direct satellite radio, pay-to-listen service(s), and computer transmission(s) such as the worldwide web and internet service(s). Revenue collected from the distribution of these broadcasts shall be collected by Licensee and included in the calculation of Gross Collected Cash Revenue.

H.3.03 **Licensee Obligations**

H.3.03.01 Licensee will operate the Network, to be known as the *Virginia Tech ISP Sports Network*. Licensee will use best efforts to provide coverage throughout Virginia, and any other areas in which there is listener interest. Licensee will make best efforts to grow the radio network and will commit to invest up to \$185,000 annually to secure clearances for broadcasts. This amount will increase by 3% each License Agreement Year beginning with the 2008/2009 License Agreement Year.

H.3.03.02 Licensee insures the technical quality of the broadcast will be guaranteed by the use of either or both digital fiber optic telephone lines or satellite transmission.

H.3.03.03 The program format of the game broadcasts will include the following:

H.3.03.03.01 Pre-game programming, which may include a tailgate show (during football season only), starting line-ups and interviews with players and coaches from Virginia Tech and the opposing team, with emphasis on Virginia Tech.

H.3.03.03.02 There will be a pre-game Coach's interview, up to fifteen minutes in duration, with head football and head men's and women's basketball coaches in their respective seasons. Virginia Tech agrees to secure the services of the head football and head men's and women's basketball coaches for such. Virginia Tech and Licensee agree that any compensation for such services will be the responsibility of Virginia Tech.

H.3.03.03.03 Pre-recorded player interview features will be inserted at appropriate places in the game coverage to provide additional color. Licensee will prepare and provide the features.

H.3.03.03.04 Halftime coverage may include a scoreboard show with particular attention to schools within the network area, in the Atlantic Coast Conference and future Virginia Tech opponents.

H.3.03.03.05 There will be a post-game feature which will include game highlights with taped replay, live interviews with the head football or head men's and women's basketball coaches, live

interviews with players from locker rooms, an updated scoreboard show, and a call-in segment.

- H.3.03.04 Licensee will make available to Virginia Tech without charge and upon request, halftime coverage, as available and allowable under Federal Communications Commission regulations and flagship and affiliate agreements, which Virginia Tech may use for its own promotions. Licensee will assist Virginia Tech with production of such.
- H.3.03.05 The broadcast personnel for football and men's basketball may include a play-by-play announcer and color commentator or analyst. Coverage of football games may also include an additional field announcer providing broadcast from the sidelines by wireless microphone or other suitable device. In addition, Licensee may provide a studio host and an on-site host for special segments such as a tailgate show. (These are known as the "broadcast crew.") No person will serve as a member of the broadcast crew without prior and continuing approval of Virginia Tech.
- H.3.03.06 Upon request, Licensee will provide to Virginia Tech one (1) copy of any broadcast covered by this exhibit.
- H.3.03.07 Licensee will provide to Virginia Tech the following: 30 second radio spots per broadcast for the promotion of Virginia Tech programs: Football: pregame – 1, postgame – 1, halftime – 1, game broadcast – 1, and one two minute halftime report featuring the VTAF. Basketball: pregame – 1, postgame - 1, halftime - 1, game broadcast – 2 and, upon request and as available, one two minute halftime report featuring the VTAF.
- H.3.03.08 Upon request, Licensee will provide the services of the play-by-play announcer for up to twenty (20) university events each year. Virginia Tech will provide transportation, accommodations and meals to the play-by-play announcer for these appearances and trips.

**H.4.01 Virginia Tech Obligations**

- H.4.01.01 Virginia Tech will provide to Licensee broadcast booth space for all games at no charge. In addition, Virginia Tech will provide a designated area and staging and sound system for pre-game tailgate shows at each home football game, if applicable.
- H.4.01.02 Virginia Tech will arrange regular appearances by the athletics director, head football coach, head men's basketball coach, head women's basketball, either the football offensive or defensive coordinators and other coaches for the radio shows, as described in this Exhibit H.

Payment for all such appearances, whether pre-season, regular season, post-season or off-season, will be the responsibility of Virginia Tech.

H.4.01.03 Virginia Tech will publicize the radio network by including programming schedule(s), affiliate list and pertinent information in its regular schedule of press releases and university publications.

## EXHIBIT I. TELEVISION SHOW

**I.1.01 Description of Property** Virginia Tech owns the right to broadcast television shows about the University sports programs including those featuring its head football coach and head men's basketball coach, highlights of recent games and stories of interest to Virginia Tech fans ("television show").

**I.2.01 Rights Licensed** An exclusive license is granted to produce and broadcast television shows including, daily one or two minute vignette programs, and/or thirty-minute pre-season and/or weekly shows. If Licensee elects to produce a weekly television show, the production of the television shows will include up to fifteen (15) shows for football, plus an optional post-season show if the football team participates in a postseason game, and up to a total of fifteen (15) shows for men's and women's basketball, plus an optional post-season show if the men's or women's basketball team participates in either the NCAA or NIT postseason tournaments. Licensee may program and sell up to eight and one-half minutes of advertising inventory per twenty-eight and one-half minute show. If Licensee elects to produce a daily show, it will be a one-minute format and will air approximately three (3) times per week for thirty (30) weeks. "Exclusive" for the purposes of this property, means that no individual television station, cable station or other networks will be authorized by Virginia Tech to produce and/or broadcast the television programming described in this exhibit.

### **I.3.01 Licensee Obligations**

- I.3.01.01 Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts.
- I.3.01.02 Upon request, Licensee will provide to Virginia Tech one (1) copy of any broadcast covered by this exhibit.
- I.3.01.03 Licensee will provide one (1) :30 second spot to Virginia Tech during any thirty (30) minute television show for University promotion or ticket sales promotion. In addition, during such shows, Licensee will actively promote upcoming University events via graphic billboards and accompanying announcements.
- I.3.01.04 Licensee may utilize a television show production crew including up to two videographers, or one videographer and one editor (These individuals are included as part of the "broadcast crew").

### **I.4.01 Virginia Tech Obligations**

- I.4.01.01 Virginia Tech will provide to Licensee camera space for all games at no charge.
- I.4.01.02 Virginia Tech will secure the participation during their respective seasons of the head football coach, head men's and women's basketball coach, and athletic director. Virginia Tech and Licensee agree that any compensation for such appearances will be the sole responsibility of Virginia Tech.
- I.4.01.03 Virginia Tech will publicize the television show by including programming schedule(s), affiliate list and pertinent information in its regular schedule of press releases and University publications.



## EXHIBIT J. MISCELLANEOUS ADVERTISING OPPORTUNITIES

J.1.01            **Description of Property**            Virginia Tech produces various miscellaneous items which have a primary purpose other than advertising. These items present advertising opportunities which may be utilized from time to time.

J.2.01            **Rights Licensed**            Virginia Tech grants Licensee an exclusive license to sell advertising for all items which are currently being utilized and any others which may subsequently be created by Licensee and approved by Virginia Tech.

These items include, but are not limited to, the following:

- (a) Varsity athletic teams' schedule cards
- (b) Varsity athletic teams' posters
- (c) Varsity athletic ticket backs and parking passes
- (d) Varsity athletic teams' roster cards
- (e) Season ticket applications/brochures and ticket mailer inserts
- (f) Athletic ticket envelopes
- (g) Virginia Tech sports calendar
- (h) Fans guide
- (i) Virginia Tech Kids Club
- (j) Sideline/courtside presence (e.g., cups, coolers, equipment cases, towels, squeeze bottles)
- (k) Isotonic beverage rights
- (l) Official (advertising category exclusive) sponsorships
- (m) Cheerleader and dance team sponsorships
- (n) Football Bowl Guide
- (o) Football Spring Game Guide
- (p) Football Schedule Calendar Poster
- (q) Football Fan Guide

### J.3.01            **Licensee Obligations**

J.3.01.01            Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts.

### J.4.01            **Virginia Tech Obligations**

J.4.01.01            Virginia Tech is responsible for all costs and arrangements incidental to the production and distribution of each of the miscellaneous advertising opportunities, excluding items in 2.01 (n), (o), (p) and (q) which Licensee will be responsible for producing.

J.4.01.02            Virginia Tech will be responsible for the fulfillment of Licensee's miscellaneous advertising commitments at Virginia Tech athletic events.

J.4.01.03            Virginia Tech will not allow outside third parties to use Virginia Tech events in conjunction with advertising inventory except as agreed upon by Licensee.

## EXHIBIT K. INTERNET RIGHTS

K.1.01            **Description of Property**            An official Virginia Tech sports internet website is managed by Virginia Tech. The website will include editorial copy prepared by Virginia Tech and commercial elements, including advertising space, sold by Licensee.

K.2.01            **Rights Licensed**            An exclusive license is granted to the official athletics website for website sponsorship, audio/video streaming and direct internet access (via links) to other websites owned by participating advertisers.

K.3.01            **Licensee Obligations**

K.3.01.01            Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts.

K.4.01            **Virginia Tech Obligations**

K.4.01.01            Virginia Tech will create and develop links with cooperative college and professional sports, news service(s), and other relevant or appropriate internet websites.

K.4.01.02            Virginia Tech is responsible for all costs and arrangements incidental to the production and maintenance of the website.

K.4.01.03            Virginia Tech will continue to grow and develop the site to create additional advertising and sponsorship opportunities to be sold by Licensee.

## EXHIBIT L. MERCHANDISING AND LICENSING OPPORTUNITIES

**L.1.01 Description of Property** Virginia Tech owns the right to license its registered trademarks and sell merchandise and sponsorships featuring its trademarks. These items present licensing and merchandising opportunities which may be utilized from time to time.

**L.2.01 Rights Licensed** A non-exclusive license is granted to Licensee to use registered Virginia Tech service marks and trademarks on items which are marketed primarily by utilizing those properties defined in this exhibit. It includes those opportunities defined in the description of this property and any others which may subsequently be created by Licensee.

These items include, but are not limited to, the following:

- (a) Football, men's and women's basketball and other sports highlight videos, CD rom or DVD presentation(s) and game(s)
- (b) Special novelty items and merchandise (does not include at-event sales)
- (c) Contests, sweepstakes and other retail promotional opportunities
- (d) Annuities and financial products
- (e) Affinity telecommunications services products
- (f) Affinity credit card products

### **L.3.01 Licensee Obligations**

- L.3.01.01** If Licensee produces merchandise, it will make good faith efforts to present only high quality items for sale. Licensee will bear responsibility for inventory selection and purchase. Net revenue (Gross Revenue less applicable taxes, fulfillment costs and merchandise production costs) will be included in the calculation of the annual royalty.
- L.3.01.02** Licensee must submit items to University licensing office for its review and approval. Licensee is responsible for royalty fees required by the University, unless such royalty is waived.

# APPENDIX ONE

## Ticket Considerations

### A/1.1.01 Football Season ticket locations at Lane Stadium at no additional cost

|            |         |               |                                                                                                                     |          |               |
|------------|---------|---------------|---------------------------------------------------------------------------------------------------------------------|----------|---------------|
| Section 2  | Row TT  | Seats 1-27    | Section 15                                                                                                          | Row H    | Seats 1-23    |
| Section 2  | Row UU  | Seats 1-27    | Section 15                                                                                                          | Row J    | Seats 1-23    |
| Section 2  | Row VV  | Seats 1-3     | Section 15                                                                                                          | Row K    | Seats 1-23    |
| Section 2  | Row WW  | Seats 1-27    | Section 15                                                                                                          | Row L    | Seats 1-23    |
| Section 2  | Row XX  | Seats 1-27    | Section 15                                                                                                          | Row JJ   | Seats 2-16    |
| Section 2  | Row YY  | Seats 1-27    | Section 15                                                                                                          | Row JJ   | Seats 13-19   |
| Section 2  | Row ZZ  | Seats 1-23    | Section 15                                                                                                          | Row DDD  | Seats 10-12   |
| Section 2  | Row AAA | Seats 1-23    | Section 15                                                                                                          | Row EEE  | Seats 10-12   |
|            |         |               | Section 15                                                                                                          | Row PPP  | Seats 1-3     |
| Section 3  | Row JJJ | Seats 26-30   | Section 15                                                                                                          | Row SSS  | Seats 17-31   |
| Section 1  | Row JJJ | Seat 29       | Section 15                                                                                                          | Row TTT  | Seats 9-31    |
| Section 3  | Row LLL | Seats 10-16   | Section 15                                                                                                          | Row UUU  | Seats 1-31    |
| Section 3  | Row MMM | Seats 6-12    | Section 15                                                                                                          | Row VVV  | Seats 1-31    |
| Section 3  | Row PPP | Seats 25-29   | Section 15                                                                                                          | Row ZZZ  | Seats 2-4     |
| Section 1  | Row PPP | Seat 30       |                                                                                                                     |          |               |
| Section 3  | Row QQQ | Seats 17-19   | Section 17                                                                                                          | Row R    | Seats 18 & 20 |
|            |         |               | Section 17                                                                                                          | Row WWW  | Seats 2-12    |
| Section 6  | Row WW  | Seats 1-11    | Section 17                                                                                                          | Row WWW  | Seats 17-23   |
|            |         |               |                                                                                                                     |          |               |
| Section 8  | Row DDD | Seats 14-20   | Section 19                                                                                                          | Row NNN  | Seats 10-16   |
|            |         |               |                                                                                                                     |          |               |
| Section 9  | Row JJ  | Seats 9 & 11  | Section 23                                                                                                          | Row FFFF | Seats 8-14    |
| Section 9  | Row TTT | Seats 1-15    | Section 23                                                                                                          | Row LLLL | Seats 13-15   |
| Section 9  | Row UUU | Seats 21-23   | Section 23                                                                                                          | Row LLLL | Seats 21-23   |
| Section 9  | Row VVV | Seats 1-15    |                                                                                                                     |          |               |
| Section 9  | Row WWW | Seats 21-31   | Section 25                                                                                                          | Row RRRR | Seats 6-12    |
| Section 9  | Row XXX | Seats 11-29   |                                                                                                                     |          |               |
| Section 9  | Row YYY | Seats 9 & 11  | Section 37                                                                                                          | Row QQQQ | Seats 28-34   |
| Section 9  | Row ZZZ | Seats 17-23   |                                                                                                                     |          |               |
|            |         |               |                                                                                                                     |          |               |
| Section 11 | Row HH  | Seats 1-19    | Virginia Tech will continue to provide the following season tickets for projects formerly managed as joint ventures |          |               |
| Section 12 | Row G   | Seats 1-3     |                                                                                                                     |          |               |
|            |         |               |                                                                                                                     |          |               |
| Section 13 | Row S   | Seats 2 & 4   | Section 9                                                                                                           | Row SSS  | Seats 5-11    |
| Section 13 | Row JJ  | Seats 6-16    | Section 13                                                                                                          | Row VV   | Seats 13-23   |
| Section 13 | Row JJ  | Seats 13-19   | Section 13                                                                                                          | Row AAA  | Seats 1-3     |
| Section 13 | Row DDD | Seats 27 & 29 |                                                                                                                     |          |               |
| Section 13 | Row WWW | Seats 5-11    |                                                                                                                     |          |               |
| Section 13 | Row XXX | Seats 1-19    |                                                                                                                     |          |               |
| Section 13 | Row YYY | Seats 1-31    |                                                                                                                     |          |               |
|            |         |               |                                                                                                                     |          |               |
| Section 14 | Row CCC | Seats 23-29   |                                                                                                                     |          |               |
| Section 14 | Row BBB | Seats 23-29   |                                                                                                                     |          |               |
| Section 14 | Row MMM | Seats 2-8     |                                                                                                                     |          |               |
| Section 14 | Row PPP | Seats 10-20   |                                                                                                                     |          |               |
|            |         |               |                                                                                                                     |          |               |
| Section 15 | Row G   | Seats 1-23    |                                                                                                                     |          |               |

#### TOTAL 416

Virginia Tech will provide Licensee the opportunity to purchase an additional twenty (25) season tickets in locations comparable to those defined herein, unless in a sold out situation. Once Licensee purchases any of these additional tickets, the ticket locations will become part of Licensee's allotment each subsequent License Agreement Year.

**A/1.1.02      Football Season ticket locations at Lane Stadium for purchase at face value**

Virginia Tech will provide Licensee the opportunity to purchase the following football season ticket locations for use with hospitality:

|             |       |            |
|-------------|-------|------------|
| Section 506 | Row P | Seats 1-25 |
| Section 506 | Row N | Seats 1-25 |
| Section 507 | Row P | Seats 1-25 |
| Section 507 | Row N | Seats 1-25 |
| Section 508 | Row P | Seats 1-24 |
| Section 508 | Row N | Seats 1-24 |
| Section 509 | Row N | Seats 1-16 |
| Section 509 | Row P | Seats 1-20 |
| Section 510 | Row N | Seats 1-12 |
| Section 510 | Row P | Seats 1-4  |

A/1.1.03

**Men's Basketball season ticket locations at Cassell Coliseum**

|            |        |               |                                                                                                                                                                                                                                                                                                                                                          |        |             |
|------------|--------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------|
| Section 6  | Row DD | Seats 13-19   | Section 17                                                                                                                                                                                                                                                                                                                                               | Row F  | Seats 1-15  |
| Section 6  | Row Z  | Seats 6-12    | Section 17                                                                                                                                                                                                                                                                                                                                               | Row K  | Seats 13-19 |
| Section 6  | Row AA | Seats 2-16    | Section 17                                                                                                                                                                                                                                                                                                                                               | Row P  | Seats 5-13  |
| Section 6  | Row BB | Seats 2-16    | Section 17                                                                                                                                                                                                                                                                                                                                               | Row R  | Seats 7-13  |
| Section 7  | Row R  | Seats 1-15    | Section 18                                                                                                                                                                                                                                                                                                                                               | Row P  | Seat 14     |
| Section 7  | Row S  | Seats 1-15    | Section 18                                                                                                                                                                                                                                                                                                                                               | Row R  | Seats 2-14  |
| Section 7  | Row T  | Seats 1-15    | Section 18                                                                                                                                                                                                                                                                                                                                               | Row V  | Seats 1-15  |
| Section 8  | Row Z  | Seats 2-10    | Section 18                                                                                                                                                                                                                                                                                                                                               | Row V  | Seats 2-14  |
| Section 8  | Row Z  | Seats 17 & 19 | Section 18                                                                                                                                                                                                                                                                                                                                               | Row W  | Seats 10-20 |
| Section 9  | Row R  | Seats 8-14    | Virginia Tech will continue to provide the following season tickets for projects formerly managed as joint ventures                                                                                                                                                                                                                                      |        |             |
| Section 9  | Row S  | Seats 8-14    |                                                                                                                                                                                                                                                                                                                                                          |        |             |
| Section 9  | Row S  | Seats 1-15    |                                                                                                                                                                                                                                                                                                                                                          |        |             |
| Section 9  | Row T  | Seats 1-15    |                                                                                                                                                                                                                                                                                                                                                          |        |             |
| Section 10 | Row Y  | Seats 1-19    | Section 4                                                                                                                                                                                                                                                                                                                                                | Row Y  | Seats 18-20 |
| Section 10 | Row Y  | Seats 2-20    | Section 4                                                                                                                                                                                                                                                                                                                                                | Row Y  | Seats 22-24 |
| Section 10 | Row Z  | Seats 1-19    | Section 4                                                                                                                                                                                                                                                                                                                                                | Row Y  | Seats 13-15 |
| Section 10 | Row Z  | Seats 2-16    | Section 8                                                                                                                                                                                                                                                                                                                                                | Row AA | Seats 6-8   |
|            |        |               | Section 9                                                                                                                                                                                                                                                                                                                                                | Row X  | Seats 10-16 |
| Section 12 | Row W  | Seats 6-12    | <b>TOTAL 236</b>                                                                                                                                                                                                                                                                                                                                         |        |             |
| Section 12 | Row Y  | Seats 1-19    |                                                                                                                                                                                                                                                                                                                                                          |        |             |
| Section 12 | Row Z  | Seats 1-19    |                                                                                                                                                                                                                                                                                                                                                          |        |             |
| Section 12 | Row AA | Seats 2-34    |                                                                                                                                                                                                                                                                                                                                                          |        |             |
| Section 12 | Row AA | Seats 13-19   |                                                                                                                                                                                                                                                                                                                                                          |        |             |
| Section 13 | Row S  | Seats 7-13    | Virginia Tech will provide Licensee the opportunity to purchase an additional twelve (12) season tickets in locations comparable to those defined herein, unless in a sold out situation. Once Licensee purchases any of these additional tickets, the ticket locations will become part of Licensee's allotment each subsequent License Agreement Year. |        |             |
| Section 14 | Row EE | Seats 6-12    |                                                                                                                                                                                                                                                                                                                                                          |        |             |
| Section 14 | Row KK | Seats 17-23   |                                                                                                                                                                                                                                                                                                                                                          |        |             |

A/1.1.04

**Women's Basketball season ticket locations at Cassell Coliseum**

|            |       |             |                  |       |             |
|------------|-------|-------------|------------------|-------|-------------|
| Section 2  | Row J | Seats 2-12  | Section 10       | Row R | Seats 1-3   |
| Section 2  | Row K | Seats 2-12  | Section 10       | Row R | Seat 13     |
|            |       |             | Section 10       | Row S | Seats 2-14  |
| Section 4  | Row M | Seats 6-16  |                  |       |             |
| Section 4  | Row M | Seats 1-15  | Section 12       | Row M | Seats 2-16  |
| Section 4  | Row N | Seats 14-20 | Section 12       | Row N | Seats 2-8   |
| Section 4  | Row P | Seats 2-12  | Section 12       | Row Q | Seats 1-7   |
|            |       |             | Section 12       | Row R | Seats 3-15  |
| Section 6  | Row J | Seats 1-15  | Section 12       | Row S | Seats 3-15  |
| Section 6  | Row K | Seats 1-15  |                  |       |             |
| Section 6  | Row P | Seats 1-15  | Section 14       | Row M | Seats 2-16  |
| Section 6  | Row Q | Seats 1-15  | Section 14       | Row M | Seats 1-19  |
| Section 6  | Row R | Seats 4-14  | Section 14       | Row N | Seats 1-19  |
| Section 6  | Row S | Seats 4-14  | Section 14       | Row N | Seats 2-16  |
| Section 8  | Row R | Seats 2-14  | Section 16       | Row L | Seats 10-20 |
| Section 8  | Row S | Seats 1-15  | Section 16       | Row M | Seats 6-20  |
|            |       |             | Section 16       | Row N | Seats 6-20  |
| Section 10 | Row R | Seats 2-14  | <b>TOTAL 200</b> |       |             |

## APPENDIX TWO

### Excluded Rights Inventory

**A/2.01 Description of Excluded Rights.** Licensee acknowledges that the following activities and rights shall be excluded from this License Agreement:

- (1) Special events or contests conducted by an organization other than the Athletics Department (e.g. NCAA, NIT, and Atlantic Coast Conference)
- (2) Cold beverage/soft drink pouring rights as provided in an exclusive University-wide contract with Coke.
- (3) Exclusive footwear and apparel rights as provided in an exclusive Virginia Tech Contract with Nike
- (4) Any event or facility operated by Virginia Tech Recreational Sports

#### **A/2.02 Cold Beverage/Soft Drink Rights**

A/2.02.01 Licensee agrees that the following advertising inventory will be available to Virginia Tech for the benefit of Coke with no compensation to Licensee other than that compensation noted in A/2.02.02.

- (1) Two (2) of six advertising panels adjacent to the scoreboard on the south end zone fascia in Lane Stadium
- (2) One (1) tri-vision section on the videoboard in Lane Stadium (total of 1 panel)
- (3) One (1) total tri-vision on each videoboard in Cassell (total of 6 panels)
- (4) One (1) static panel, East Side press row sign in Cassell
- (5) Ten (10) video replay sponsorships per home football game
- (6) One (1) full page, four color advertisement in the Virginia Tech football game program and a presence on the men's and women's basketball roster cards.
- (7) One (1) :30 radio spot in football broadcasts including regular season and pre and postseason games
- (8) Two (2) :30 radio spot in men's basketball broadcasts including regular season and pre and postseason games
- (9) One (1) live mention in all football and men's basketball radio broadcasts
- (10) Logo co-branding opportunity on souvenir concession cups with other Licensee sponsors.

Virginia Tech will be responsible for paying all production and installation costs for this signage and print advertising.

A/2.02.02 The parties agree that Virginia Tech will receive from Licensee 100% of the revenue received from the current soft drink agreement (\$22,500 annually). Licensee will provide inventory equivalent in value to that outlined above for any extension or new soft drink agreement, but adjusted for inflation under the applicable consumer price index. Virginia Tech will use best efforts to minimize the inventory included in any future soft drink pouring rights agreement. Licensee may solicit the soft drink partner and offer additional inventory. Revenue generated from any additional sales will be included in Gross Collected Cash Revenue.

#### **A/2.03 Footwear and Apparel Rights**

A/2.03.01 Virginia Tech retains its rights to license athletics footwear and apparel. If the footwear or apparel rightsholders elect to participate in any advertising and multimedia inventory described in the License Agreement, Licensee shall receive fair-market compensation for such inventory. This revenue shall be included in Gross Collected Cash Revenue.



#### **A/2.04 Isotonic Beverage Category**

A/2.04.01 The parties agree that Virginia Tech will receive 100% of the revenue generated from the isotonic category. Licensee will be responsible for billing and collection of this category. Virginia Tech will be responsible for management and fulfillment of the isotonic sponsor. Licensee will pay the revenue collected from the isotonic category on July 15 of each License Agreement Year; if Licensee has not received payment from the isotonic sponsor by July 15, Licensee will pay Virginia Tech the isotonic category revenue within thirty (30) days of collection.

### APPENDIX THREE

#### Personal Services Contracts

A/4.01      **Description of Understanding**      Virginia Tech acknowledges and agrees that ISP may contract for the personal services of its athletics department staff members and provide financial consideration as well as certain advertising inventory from its Virginia Tech property rights. Any arrangements between ISP and the staff member shall be subject to the following:

- (a) The inventory provided as compensation shall be designated on an annual basis;
- (b) The personal services contract between ISP and the coaching staff member shall be subject to all NCAA regulations governing athletically related outside income;
- (c) The parties must provide an annual accounting of the inventory, the use and the value of any sale;
- (d) The arrangement must be provided for in writing; and
- (e) Virginia Tech must approve of the initial and any subsequent arrangement on an annual basis.

## APPENDIX FOUR

### Staff Credentials and Passes

#### A/6.01 Football:

- (a) Ten (10) All access season staff passes.
- (b) Two (2) sideline passes per game for running rotational signage.
- (c) Employee Passes per game. Seventy-two (72) per game for the German Club. Two (2) per game for game program sales accounting. Sixteen (16) employee passes per game for alumni office staff that work the Virginia Tech Visa Card tables.
- (d) Season Long Parking Passes. Four (4) in-stadium (or a mutually agreed upon location) parking passes. Two (2) parking passes. Two (2) in-stadium parking access passes.
- (e) Radio crew press credentials. Seven (7) working press credentials. One (1) sideline press credential.
- (f) Radio crew parking. Four (4) press parking passes.
- (g) Virginia Tech will make best efforts to obtain seven (7) working press credentials and (2) two parking passes for away games.

#### A/6.02 Men's and Women's Basketball:

- (a) Ten (10) All access season staff passes.
- (b) Four (4) passes for Courtside Advertising Table.
- (c) Employee Passes per game. Fifteen (15) per game for the German Club. Six (6) employee passes per game for alumni office staff that work the Virginia Tech Visa Card tables.
- (d) Six (6) Season Parking Passes.
- (e) Radio crew press credentials. Three (3) working press credentials.
- (f) Radio crew parking. Three (3) press parking passes.
- (g) Virginia Tech will make best efforts to obtain four (4) working press credentials and (2) two parking passes for away games.

## APPENDIX FIVE

### Sponsor Parking Passes

- A.7.01      Football: One hundred and ten (110) Season Parking Passes
- (a)      Fifteen (15) **Lot One** passes
  - (b)      Nine (9) **Lot Two** passes
  - (c)      Ten (10) **Lot Four** passes
  - (d)      Twenty-six (26) **Lot Five** passes
  - (e)      Fifty (50) **Lot Six** passes for each home football game
- A.7.02      Men's Basketball: Sixty-three (63) Season Parking Passes
- (a)      Thirty (30) **Coliseum Lot** passes
  - (b)      Twenty-five (25) **Stadium Lot** passes for men's basketball
- A.7.03      Women's Basketball: Fifty (50) Season Parking Passes
- (a)      Fifty (50) **Coliseum Lot** passes

## Fleming, Linda

---

**From:** Locke White [lowwhite@vt.edu]  
**To:** Larry Hincker  
**Subject:** Trademarks and local businesses

Larry,

Regarding the question of our trademarks in/on local businesses I was going to make the case to you that we should open it up and let them use the logos to show signs of support. (Remember that we recently let Jerry Diffel put the bird on the side of his building.) I was not planning on making it a new revenue stream because they would not want to pay much at all. I have since reversed my decision and feel that it could be a major hassle to deal with taking into consideration all kinds of potential problems including: they go up on the side of a bar; the building falls into disrepair; etc. I think we should stay the course and not allow them to be used. If someone questions the Tech Bookstore I think I will say that since he is a retailer of Hokie products (and textbooks) we allowed it.

Any comments?

Locke White  
Director of Licensing and Trademark Administration Virginia Tech (0161) Southgate Dr.  
Blacksburg, VA 24061  
(540) 231-3748  
(540) 231-3878 (Fax)

**From:** Locke White [lowwhite@vt.edu]  
**To:** Hincker, Larry  
**Subject:** RE: Trademarks and local businesses

I don't understand.  The policy is that we do not allow the use of trademarks on or in any retail establishment.  If you want me to write it up in formal language I can do that but I would rather not spend the time until after we make the decision.  Let me know.

Locke

At 05:19 PM 9/29/2004 -0400, you wrote:

*comments?*  Yup, I asked for a policy and I  still  want to see one.  We'll debate the merits at that point.

Larry Hincker  
Assoc. Vice President  
University Relations  
Virginia Tech

businesses  
> > > Larry,  
> > > Regarding the question of our  
trademarks in/on local businesses I was going  
> > > to make the case to you that we  
should open it up and let them use the  
> > > logos to show signs of support. (Remember  
that we recently let Jerry Diffel  
> > > put the bird on the side of his building.)  
I was not planning on making it  
> > > a new revenue stream because they would not want to  
pay much at all.  
I  
> > > have since reversed my decision and feel that it could be  
a major hassle to  
> > > deal with taking into consideration all kinds of potential  
problems  
> > > including: they go up on the side of a bar; the building falls into  
> > > disrepair; etc.  
I think we should stay the course and not allow them to be  
> > > used.  
If someone questions the Tech Bookstore I think I will say that  
> > > since he is a retailer of Hokie products (and textbooks) we allowed it.  
> > > > >  
Any comments?  
> > > > > Locke White  
> > > > > Director of Licensing and Trademark  
Administration  
> > > > > Virginia Tech (0161)  
> > > > > Southgate Dr.  
> > > > > Blacksburg,  
VA  
> > > > > 24061  
> > > > > (540) 231-3748  
> > > > > (540) 231-3878 (Fax)  
> > > > > > > > >  
> > > > > > > Locke White  
> > > > > > > Director of Licensing and Trademark Administration  
> > > > > > > Virginia Tech (0161)  
> > > > > > > Southgate Dr.  
> > > > > > > Blacksburg, VA  
> > > > > > > 24061

(540) 231-3878 (Fax) </html>

## Fleming, Linda

---

**From:** Locke White [lowwhite@vt.edu]  
**To:** Larry Hincker  
**Subject:** Fwd: Violation of the trademarked name "Hokie"

<html>

Larry,<br><br>

Below is a reply from HokieDeck.com, the textbook website that spammed everyone.&nbsp; I think we should definitely give him an extension since he is just a student and probably did not know.&nbsp; Leaving the decision up to you.<br><br> Locke<br><br> <br><br> <blockquote type=cite class=cite cite>Date: Wed, 29 Dec 2004 14:20:09 -0500<br>

From: dpdugan &lt;dpdugan@vt.edu>&gt;<br>

Subject: Violation of the trademarked name &quot;Hokie&quot;<br>

Sender: dpdugan &lt;dpdugan@vt.edu>&gt;<br>

To: lowwhite@vt.edu<br>

X-Mailer: Infinite Mobile Delivery (Hydra) SMTP v3.62.01<br>

X-WebMail-UserId: dpdugan<br>

X-Junkmail-Status: score=15/50, host=dagger.cc.vt.edu<br>

X-EXP32-SerialNo: 00002216<br><br>

Hello Mr. White, this is Danny Dugan.&nbsp; I am currently a junior at Virginia <br> Tech, and the owner of the website <a href="http://www.hokiedeck.com." />

eudora="autourl">www.HokieDeck.com. </a> I am emailing you <br> regarding an email you sent me concerning my websites violation of the <br> trademarked name "Hokie".&nbsp; I am terribly sorry for using "Hokie" in the name <br> of my site, and would never have done so if I had known it was property of <br> Virginia Tech. I am also emailing you to see if there is any way that I might <br> have an extension on changing the name of the website by the date of Jan 3rd.&nbsp; <br> HokieDeck is a website set up to help Virginia Tech students save money on <br> textbooks.&nbsp; It is run by Virginia Tech students and is only accessible to <br> Virginia Tech students.&nbsp; In order to become a member of the website you must <br> have a Virginia Tech email address.&nbsp; The reason why I am asking for an <br> extension to the date of Jan 3rd is that we are entering our busiest time of <br> the year, which only lasts about a month.&nbsp; It would be a major help to a large <br> number of Virginia Tech students if we could have an extension on the changing <br> date to the second week of February.&nbsp;&nbsp; I am sorry for any inconvenience this <br> has caused you.<br><br> Thanks and go Hokies,<br><br> -Danny Dugan</blockquote><br> </html>

## Fleming, Linda

---

**From:** Locke White [lowwhite@vt.edu]  
**To:** Larry Hincker  
**Subject:** Hokie websites

Larry,

I went through the entire list of "Hokie" websites and 99% of them are either inactive or fan sites. There are a couple that are commercial sites but they are selling our products. I remember Warren making the comment that these sites would be non-targets since they are selling our products. Brad Armstrong's site is the only one, as far as I can tell, that is a commercial site that is NOT selling our products.

Locke White  
Director of Licensing and Trademark Administration Virginia Tech (0161) Southgate Dr.  
Blacksburg, VA 24061  
(540) 231-3748  
(540) 231-3878 (Fax)



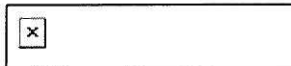
## Fleming, Linda

---

**From:** Hincker, Larry [hincker@exchange.vt.edu]  
**Sent:** Wednesday, April 11, 2007 12:23 PM  
**To:** White, Locke  
**Cc:** Olsen, Warren  
**Subject:** RE: Hokie Retailer Contract

Well, we have an attorney too and we should press the issue. Put this on the discussion agenda for Warren's trip.

Larry Hincker  
Associate Vice President  
University Relations  
Virginia Tech  
314 Burruss Hall  
Blacksburg, VA 24061  
540 231 5396  
[hincker@vt.edu](mailto:hincker@vt.edu)



---

**From:** Locke White [mailto:lowwhite@vt.edu]  
**Sent:** Wednesday, April 11, 2007 10:10 AM  
**To:** Hincker, Larry  
**Cc:** Olsen, Warren; Clough, Christopher; Lolli, Rebecca  
**Subject:** RE: Hokie Retailer Contract

Larry,

The non-transferable clause is not in that 1991 agreement. It is in the 2001 agreement and everyone went ballistic over that. Hokie Spokes crossed through it. Hokie House never did sign it and I have an email from you in 2002 where we both agreed not to press the issue. They had attorneys involved.

We will have copies of everything for you to take.

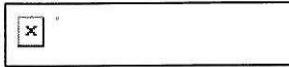
Locke

At 09:47 AM 4/11/2007, Hincker, Larry wrote:

Locke

Well done. Can I also get copies over here? It's important that we are or record has having given approval, because if we ever wish to rescind the approval, we need those agreements. I presume that the agreements also say that the authorization is not transferable...that's what I asked Marti Hale to include.

Larry Hincker  
Associate Vice President  
University Relations  
Virginia Tech  
314 Burruss Hall  
Blacksburg, VA 24061  
540 231 5396  
[hincker@vt.edu](mailto:hincker@vt.edu)



---

**From:** Locke White [<mailto:lowwhite@vt.edu>]  
**Sent:** Wednesday, April 11, 2007 9:37 AM  
**To:** Hincker, Larry  
**Cc:** Olsen, Warren; Clough, Christopher; Lolli, Rebecca  
**Subject:** Hokie Retailer Contract

Larry,

You won't believe this. In the process of pulling files for our propose meeting with Warren on Friday we found the lost contracts we signed back in 1991 with all the Hokie retailers (i.e., Hokie House, Hokie Hair, Hokie Spokes)! Somebody had put the contracts in a file that was labeled "Athletics." FYI it states that the agreement automatically renews each year unless someone has a problem.

We are making copies of those and the ones that were signed again in 2001 and will have them for the meeting.

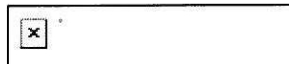
Locke White  
Director of Licensing

Virginia Tech  
Southgate Drive (0161)  
Blacksburg, VA 24061  
(540) 231-3748  
[lowwhite@vt.edu](mailto:lowwhite@vt.edu)



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[lowwhite@vt.edu](mailto:lowwhite@vt.edu)



Embedded Content: image001116.jpg: 00000001,689bf63c,00000000,60b461fb

## White, Locke

---

**From:** Kevin Phillips [Kevin@lrgusa.com]  
**Sent:** Monday, April 12, 2010 11:40 AM  
**To:** Tina Olson; Dudding, Sharon  
**Subject:** RE: trademark artwork question

Sharon,

"Hokie Bird" has been removed from your verbiage, please let me know if you ever have any other changes to your art page.

Thanks,  
Kevin

Kevin Phillips  
Marketing Manager  
Licensing Resource Group  
Phone- 616-395-0676 ext.118  
Fax- 616-395-2517  
[kevin@lrgusa.com](mailto:kevin@lrgusa.com)

---

**From:** Tina Olson  
**Sent:** Monday, April 12, 2010 11:36 AM  
**To:** 'Dudding, Sharon'  
**Cc:** Kevin Phillips  
**Subject:** FW: trademark artwork question

Sharon,

I am forwarding this to Kevin Phillips. He handles the site from our Michigan office. If you need to reach him, his e-mail is above and his phone number is 616-395-0676 x118 .

Tina Olson  
Licensing Resource Group  
2570 Holiday Road, Suite 250  
Coralville, IA 52241  
Phone: 319-351-1776 ext. 3  
Fax: 319-351-1978

---

**From:** Dudding, Sharon [mailto:duddings@vt.edu]  
**Sent:** Monday, April 12, 2010 10:34 AM  
**To:** Tina Olson  
**Subject:** trademark artwork question

Tina,  
On the Trademark artwork section for Virginia Tech, who do I need to talk to in order to get something removed?  
On the verbiage section is shows HokieBird®, this needs to be removed.

### Verbiage

Virginia Polytechnic Institute and State University®  
Virginia Tech®  
Hokies®  
Virginia Tech Hokies®

Invent the Future®  
HokieBird®

Thank you!

Sharon

~~~~~  
Sharon Dudding
Virginia Tech
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
Ph-540-231-3748
Fax-540-231-3878
~~~~~

## White, Locke

---

**From:** Dudding, Sharon  
**Sent:** Wednesday, June 10, 2009 11:39 AM  
**To:** White, Locke  
**Subject:** FW: Registered/Trademark Information  
**Attachments:** Virginia Tech Artwork.pdf

Locke, This is what I found in the back in those brown folders. Are there anymore? What about the baby hokie, the hokie tracks, football helmet, do they have any type of number for being trademarked?

"VT (Stylized)" Registered # is 2,351,365

"Hokies" Registered # is 2,351,364

The "Seal" Registered # is 2,370,150

The "Hokie Bird" (Mascot) Registered # is 2,353,306

"Virginia Tech" Registered # is 2,370,136

"Invent The Future" Registered # is 3,181,946

"Virginia Polytechnic Institute and State University" Registered # is 2,389,184

Virginia Polytechnic Institute and State University (Virginia State Agency) Registered # 2,694,402

Virginia Polytechnic Institute and State University (Virginia State Agency) Registered # 2,380,529

Please let me know if you need anything else.

Sharon

~~~~~  
Sharon Dudding
Virginia Tech Licensing & Trademark
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
(540) 231-3748



White, Locke

From: Emad Ibrahim [emad@dotnetfactory.com]
Sent: Monday, November 24, 2008 10:00 AM
To: Dudding, Sharon
Subject: Re: license

No problems, I will take them down.

Thanks.
Emad Ibrahim
<http://emadibrahim.com>
<http://twitter.com/eibrahim>

On Mon, Nov 24, 2008 at 9:58 AM, Dudding, Sharon <duddings@vt.edu> wrote:

You need to remove all of Virginia Tech's registered trademarks as I mentioned.

Thank you,

Sharon

~~~~~

Sharon Dudding

Virginia Tech Licensing & Trademark

Licensing Manager

Southgate Drive 0161

Blacksburg, VA 24061

(540)231-3748

~~~~~

From: Emad Ibrahim [mailto:emad@dotnetfactory.com]
Sent: Monday, November 24, 2008 9:57 AM
To: Dudding, Sharon
Subject: Re: license

Is there anyway around this? I mean, can I pay a fee to use it? Or do I have to take it down?

Emad Ibrahim
<http://emadibrahim.com>
<http://twitter.com/eibrahim>

On Mon, Nov 24, 2008 at 9:50 AM, Dudding, Sharon <duddings@vt.edu> wrote:

Emand,

You may use the domain name hokietalk only. You may not use the Hokie Bird, the word Hokie, the athletic VT that you have. These are all registered trademarks of Virginia Tech.

Please let me know if you have any questions.

Thank you,

Sharon

~~~~~  
Sharon Dudding

Virginia Tech Licensing & Trademark

Licensing Manager

Southgate Drive 0161

Blacksburg, VA 24061

(540)231-3748  
~~~~~

From: Emad Ibrahim [mailto:emad@dotnetfactory.com]
Sent: Sunday, November 23, 2008 8:33 AM
To: Dudding, Sharon
Subject: license

Hi Ms. Dudding,

I had a question about licensing. I setup a microblogging site that allows people to communicate and socialize with each other online. This website is free and currently runs no advertisement (but, it might in the future). This is still private and no one knows about it and I wanted to make sure it is ok with the university before I start promoting.

The website is <http://hokietalk.com>, please take a look and let me know if I am violating any trademark laws, licensing regulati

--

Emad Ibrahim
<http://emadibrahim.com>

White, Locke

From: Dudding, Sharon
Sent: Friday, July 11, 2008 9:28 AM
To: White, Locke
Subject: FW: "Hokie" usage question

Do I need to send this to Michelle?

Thanks!

S

~~~~~  
Sharon Dudding  
Virginia Tech Licensing & Trademark  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
(540)231-3748  
~~~~~

From: Rachel Anker-Johnson [mailto:soldonrachel@cbtownside.com]
Sent: Thursday, July 10, 2008 11:37 AM
To: Dudding, Sharon
Subject: "Hokie" usage question

Good morning,

A coworker and I are considering forming a Real Estate sales team and dubbing ourselves, "The Hokie Home Team." I am alumnus (Class of 2005) and my coworker is closely affiliated with the VT diving team, so our goal is to target all members of the Hokie Nation... (Go Hokies!).

I've reviewed the information on your licensing/trademark page, but need clarification. Since our team name will not include the pluralized form of Hokie, are there any restrictions as to the use of our proposed team name above?

Also, in an effort to effectively communicate our marketing message, we'd love to have a professional picture with the Hokie Bird for use in our marketing materials. Are there any restrictions regarding this, and how would I go about scheduling this sort of thing?

Thank you in advance for your guidance and assistance.

Rachel Anker-Johnson
REALTOR, ASP

Coldwell Banker Townside, REALTORS
220 Professional Park Drive
Blacksburg, VA 24060
540.641.2241 (cell)
540.382.3522 (fax)

Fleming, Linda

From: Locke White [lowwhite@vt.edu]
To: Hincker, Larry; Owczarski, Mark; jccclough@vt.edu
Subject: Sauce Recall

<html>
<body>
FYI the sauce recall involves us and Indiana. They are a licensee of other universities but not sure how many.

 More info from their website (http://www.vitafoodproducts.com/index.asp):

 Locke

About Us

Vita Food Products, Inc. sells specialty food products under the Vita® brand name. Its products include a variety of cuts of pickled herring in cream and wine based sauces, and lox and nova salmon. The company markets other complementary specialty food products, such as cream cheese with salmon, shrimp cocktail, horseradish, cocktail, tartar sauces, and salad dressings.

 Vita Specialty Foods, a wholly owned subsidiary of the company, manufactures and distributes honey, salad dressings, cooking sauces, jams and jellies, and gift baskets under the Virginia Brand® name. It also offers a line of salad dressings, gourmet sauces, and beverages under its Oak Hill Farms® brand; and a line of hot sauce-based products under its Scorned Woman® brand name. In addition, the company has brand name product licensing agreements with Jim Beam®, and Allied Domecq® to produce and market various cooking sauces, pasta sauces, steak sauces, marinades, and other gourmet related products.

 The company offers its products through a national distribution network of food brokers to supermarket chains and wholesale clubs; and to institutional/food service operations, such as restaurant chains, hotels, country clubs, cruise lines, and other bulk purchasers. The company was incorporated in 1928 and is based in Chicago, Illinois.
 </body> </html>

[illegible]



▶ VT Home ▶ Webmail ▶ MyVT ▶ News & Events

● People ● Pages

Search Virginia Tech

▶ A to Z Index ▶ Directory

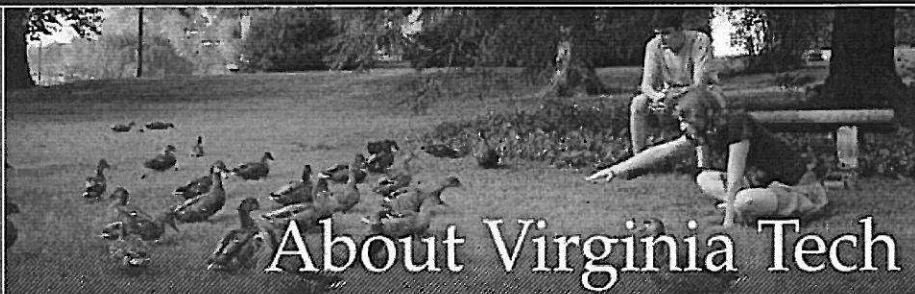
QUICKLINKS

- ▶ Virginia Tech Home
- ▶ About Virginia Tech
- ▶ Principles of Community
- ▶ Administration
- ▶ Applying to Virginia Tech
- ▶ Tuition & Financial Aid
- ▶ Student Life
- ▶ Careers
- ▶ Academic Programs
- ▶ Research
- ▶ Libraries
- ▶ Sports at Virginia Tech
- ▶ Arts at Virginia Tech



Where We Are

- ▶ Outreach / Extension
- ▶ International
- ▶ All About Blacksburg
- ▶ Maps / Directions
- ▶ Visiting Campus
- ▶ Faculty & Staff
- ▶ Alumni & Friends
- ▶ Parents & Family
- ▶ Business & Industry



What Is a Hokie?

A Look at Virginia Tech Traditions

Here is the answer to that oft-posed question, "What's a Hokie?" and an explanation of other Tech traditions.

What is a Hokie? The origin of the word "Hokie" has nothing to do with a turkey. It was coined by O. M. Stull (class of 1896), who used it in a spirit yell he wrote for a competition.

Here's how that competition came to be held. Virginia Tech was founded in 1872 as a land-grant institution and was named Virginia Agricultural and Mechanical College. In 1896, the Virginia General Assembly officially changed the college's name to Virginia Agricultural and Mechanical College and Polytechnic Institute, a name so long that citizens shortened it in popular usage to VPI. The original college cheer, which made reference to the original name of the institution, was no longer suitable. Thus, a contest was held to select a new spirit yell, and Stull won the \$5 top prize for his cheer, now known as Old Hokie:

Hoki, Hoki, Hoki, Hy.
Techs, Techs, V.P.I.
Sola-Rex, Sola-Rah.
Polytechs - Vir-gin-ia.
Rae, Ri, V.P.I.

Later, the phrase "Team! Team! Team!" was added at the end, and an "e" was added to "Hoki."

Stull later said that he made up the word as an attention-grabber. Though he may not have known it, "Hokie" (in its various forms) has been around at least since 1842. According to Johann Norstedt, now a retired Virginia Tech English professor, "[Hokie was] a word that people used to express feeling, approval, excitement, surprise. Hokie, then, is a word like 'hooray,' or 'yeah,' or 'rah.'" Whatever its original meaning, the word in the popular cheer did, as Stull wanted, grab attention and has been a part of Virginia Tech tradition ever since.



Orange and Maroon Colors

Since the university had a new name and a new yell, new college colors seemed to be a desirable next step. During 1896, a committee was formed to find a suitable combination of colors to replace the original colors of black and gray, which appeared in stripes on hats, books, athletic uniforms, and other paraphernalia and presented an image resembling prison uniforms.

The committee selected burnt orange and Chicago maroon after discovering that no other college utilized this particular combination of colors. Burnt orange and Chicago maroon were officially adopted and were first worn during a football game versus nearby Roanoke College on Oct. 26, 1896.

Motto, Seal, and Logos



Also in 1896, the university adopted *Ut Prosim*, Latin for "That I May Serve," as its motto, and a college seal was developed. However, the Virginia Tech Board of Visitors did not officially adopt the seal, which is still used, until 1963.

In 1991, Virginia Tech adopted a university logo, which incorporates an image of the War Memorial with its eight pylons, each representing a different virtue. The inclusion of the numerals "1872," the founding year of the

university, reinforces the traditions of more than a century of service to the Commonwealth of Virginia, the nation, and the world.

The university logo was updated in 2006. The 2006 update followed a yearlong study by a branding consultant, who worked closely with the university community to develop a representative tagline for Virginia Tech. That tagline--*Invent the Future*--expresses the future-altering and future-enhancing work of each facet of the Virginia Tech experience. So usually when you see the updated logo, you'll see the version that incorporates the tagline.

The university also have an athletic logo: a streamlined VT, which is used only for sports and sports merchandise. Unveiled in 1984, the athletic logo is a composite of designs submitted by two Virginia Tech art students--Lisa Eichler of Chesapeake, Va., and Chris Craft of Roanoke, Va.--to a competition sponsored by the university's art department. It replaced an older athletic logo that consisted of a large V with a T centered inside it, which had debuted in 1957.

From Gobbler to HokieBird

From Gobbler to HokieBird

The origin of the term "Gobblers" is disputed, with one story claiming it was coined in the early 1900s as a description of how student athletes would "gobble" up their more than ample servings of food. Another story attributes it to the fact that the 1909 football coach, Branch Bocock, wanted to stimulate better spirit amongst his players and initiated them into an impromptu and informal "Gobbler Club."

Thus, the name was already popular when Fred Meade, a local resident chosen by the student body to serve as the school's mascot, had a large turkey pull him in a cart at a football game in 1913. The school's president halted the cart pulling after one game because he thought it was cruel to the turkey. Meade continued to parade his mascot, which he had trained to gobble on command, up and down the sidelines--and did so until another "turkey trainer" took over in 1924 to continue the tradition. Enthusiastic fans and sports writers adopted the "Gobbler" nickname and began to use it regularly. In 1936, a costumed Gobbler joined the live gobbler for at least one game. The use of a live gobbler mascot continued into the 1950s, and the first permanent costumed Gobbler took the field in the fall of 1962.

But the "Gobbler" was not to last, at least in name. In the late 1970s, the university hired a football coach who heard the theory that the Gobbler mascot was based on athletes gobbling their food down. The coach didn't like the image, so he began promoting the "Hokie" nickname and even removed the gobble from the scoreboard--current football coach Frank Beamer had it reinstated. In 1982, the appearance of the Gobbler mascot costume was changed to one that looked like a maroon cardinal with a snood, and references first appeared to it as "the Hokie mascot," "the Hokie," and "the Hokie bird." The costume worn by today's HokieBird made its first appearance in 1987. HokieBird has won national mascot competitions and has been so popular that the mascot landed an appearance on Animal Planet's "Turkey Secrets," shown annually around Thanksgiving.

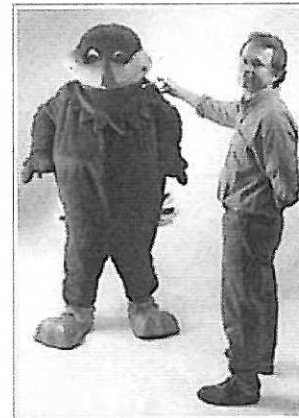
Fight Song

Tech Triumph, the university's most popular fight song, was composed in 1919 by Wilfred P. Maddux (class of 1920) and his neighbor, Mattie Eppes. It was officially adopted by the student body in December 1919.

Hokie Stone

Tech exhibits its character and pride every day via its buildings, most of which are made of Hokie Stone. Hokie Stone is actually several types of limestone common in Southwest Virginia and parts of Tennessee and Alabama. No two stones are the same color, varying from grays, browns, and blacks to pinks, oranges, and maroons. Since the mid-1950s, Tech has operated its own quarry, and a resolution passed by the board of visitors during the 1990s decrees that the popular limestone must now appear on every building.

Corps of Cadets



George Wills (right), father of the current HokieBird that we know and love.

The Virginia Tech Corps of Cadets is another tradition that distinguishes the university, which required corps participation for every able-bodied male for four years until 1923 and then for two years until 1964, when it became voluntary. Virginia Tech remains one of three public universities in the country (Texas A&M and North Georgia College and State University are the others) with both an active corps of cadets and "civilian" lifestyle on its campus.



Skipper

Various cannons have been used off and on for years at Virginia Tech, but in the 1960s one industrious student formally proposed to the student governing body that a cannon be acquired to fire at football games. The proposal was approved but went no further.



About the same time, two cadets from the class of 1964 made a pact at a traditional Thanksgiving Day game with then-rival VMI that they would build a cannon for Virginia Tech (then known as VPI) to outshine--or outblast--VMI's "Little John." The cadets, Alton B. "Butch" Harper Jr. and Homer Hadley "Sonny" Hickam (of October Sky fame), were tired of hearing VMI keydets chant "Where's your cannon?" after firing their own.

Harper and Hickam collected brass from their fellow cadets, added it to metal donated by Hickam's father, collected donations from the corps to purchase other supplies, and used a mold created in one of the engineering departments from Civil War-style plans to make their cannon. They derived the name of the cannon--"Skipper"--from the fact that President John Kennedy, who had just been assassinated, had been the skipper of a PT-boat, and they wanted to do something to honor him.

On its first firing at the next game with VMI, the eager cadets tripled the charge, which blew the hats off half the VMI keydets and shook the glass in the press-box windows of Roanoke's Victory Stadium. They never heard the VMI chant again.

Today, Skipper is fired from outside Lane Stadium when the football team enters the field and when it scores.

Clara B. Cox, '84
csquare@vt.edu

- For more information, read [Hokie, Hokie, HOKIE, HYI and a Few Other Virginia Tech Symbols and Traditions](#) (PDF).

O.M. Stull recognized for creating the Hokie Nation

Contact:

- [Amy Ostroth^{\[1\]}](#)
 - (540) 231-1969
 - englisha@vt.edu
-

BLACKSBURG, Va., April 7, 2009 – 1896 was a good year for Virginia Tech. That was the year the Virginia legislature changed the institution's name from Virginia Agricultural and Mechanical College to Virginia Agricultural and Mechanical College and Polytechnic Institute. After that, the school was popularly known as VPI. That was also the year the college adopted its motto and seal and the school colors of Chicago Maroon and Burnt Orange. Perhaps the most influential change occurred when the school held a contest for a new spirit yell.

The ranking cadet officer that year was O.M. Stull of Lexington, Va. He wrote the winning cheer, "Old Hokie," and gave us a tradition that lasts to this day.

On March 20, 2009, the Roanoke Valley Hokie Club honored Stull with a memorial stone and plaque placed at Stull's grave at Stonewall Jackson Cemetery in Lexington.

Three generations of Stull's family attended the event, held on a perfect early spring day. Also attending were members of the Virginia Tech Corps of Cadets Honor Guard. The cadet presence was important, said Ut Prosim Society member Don Huffman, "because many of us have been cadets and we all marched to this cheer."

Brian Wilson, president of the Roanoke Valley Hokie Club, which sponsored the memorial, remarked that he used to get lots of questions from people wanting to know about Blacksburg and Virginia Tech. These days, Virginia Tech has made its mark and the questions are less frequent. But one he still gets is, "What is a Hokie?" Stull's cheer answers that question. "It is my honor to dedicate this memorial to O. M. Stull," said Wilson at the dedication.

Huffman was the driving force behind the memorial and chaired the committee that made it happen. Huffman, a Lexington native, knew Stull in the 1950's when both men attended meetings of the Rockbridge County Alumni group. A few years ago, while visiting his parents, also buried in Stonewall Jackson Cemetery, Huffman noticed Stull's grave and thought the man who wrote "Old Hokie" needed to be recognized for his contribution to the Hokie Nation.

That recognition is now a reality. The 500-pound Hokie Stone memorial, cut from Virginia Tech's quarry, sports a bronze plaque recognizing Stull and his cheer.

Committee members Jay Rule, Al Hardy, Wally Newton, and John Rokisky played a critical part in getting the memorial in place. Robert L. Faulkner & Son of Rockbridge County, Va. installed the stone.

The message on the plaque is as follows: *All Virginia Tech Hokies are indebted to Oscar M. Stull / Va. A*

— *Invent the Future*

and M College class of 1896 for the creation of our Old Hokie Spirit Cheer, a favorite for over 100 years. / Dedicated 3-20-2009 by Roanoke Valley Hokie Club. Also displayed on the plaque are the "VT" letters and the words to the spirit cheer itself. Hoki! Hoki! Hoki Hy! / Techs! Techs! V.P.!! / Sola-Rex Sola-Rah / Polytech-Vir-gin-i-a! / Rae, Ri, V.P.I.



Cadets stand with the memorial stone and plaque.

Invent the Future

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

An equal opportunity, affirmative action institution

White, Locke

From: Dudding, Sharon
Sent: Tuesday, March 11, 2008 8:03 AM
To: 'Steven DeMasi'
Subject: Artwork Approval
Attachments: Hokiemia_logo.jpg

Steven,
The attached artwork is approved.

Please let me know if you have any questions.

Thank you,
Sharon

~~~~~  
Sharon Dudding  
Licensing Manager  
Virginia Tech  
Southgate Drive (0161)  
Blacksburg, VA. 24061  
(540) 231-3748  
~~~~~

-----Original Message-----

From: Steven DeMasi [mailto:hokiemia@gmail.com]
Sent: Monday, March 10, 2008 9:27 PM
To: Dudding, Sharon
Subject: Re: Virginia Tech Manufacturing Disclosure information

Sharon,

Please see attached artwork for submission and approval.
Please let me know if you have any questions or if i need to fill out any more paper work

Thank you for your time

V/R
Steve DeMasi
President
Stadium Shop Inc.

On Mon, Mar 10, 2008 at 7:31 AM, Dudding, Sharon <duddings@vt.edu> wrote:

It really doesn't matter, I mainly see PDF's JPEG's etc.

Sharon

~~~~~  
Sharon Dudding  
Licensing Manager  
Virginia Tech  
Southgate Drive (0161)  
Blacksburg, VA. 24061  
(540) 231-3748  
~~~~~

-----Original Message-----

From: Steven DeMasi

[mailto:hokiemia@gmail.com]

Sent: Sunday, March 09, 2008 10:19 PM

To: Dudding, Sharon

Subject: Re: Virginia Tech Manufacturing Disclosure information

Sharon,

What kind of file format does my artwork need to be in to submit to you for approval

Steve

On Thu, Mar 6, 2008 at 9:33 AM, Dudding, Sharon <duddings@vt.edu> wrote:

I received it this time. Thank you so much!

Sharon

~~~~~  
Sharon Dudding

Licensing Manager

Virginia Tech

Southgate Drive (0161)

Blacksburg, VA. 24061

(540) 231-3748

~~~~~

-----Original Message-----

From: Steven DeMasi

[mailto:hokiemia@gmail.com]

Sent: Wednesday, March 05, 2008 7:43 PM

To:

Dudding, Sharon

Subject: Re: Virginia Tech Manufacturing Disclosure information

Sharon,

I sent it as a word document, i will try again

please let me know if one of these works, they are both the same

Steve

On Wed, Mar 5, 2008 at 7:26 AM, Dudding, Sharon <duddings@vt.edu> wrote:

Steven,

I am unable to open the manufacturing disclosure form, what program did you save it with?

Yes artwork needs to come to me for approval.

On Wed, Feb 27, 2008 at 2:42 PM, Dudding, Sharon <duddings@vt.edu> wrote:

Steven,

Attached is the Manufacturing Disclosure form. Please complete and send back electronically.

Please let me know if you have any questions.

Thank you,

Sharon

~~~~~

Sharon Dudding

Licensing Manager

Virginia Tech

Southgate Drive (0161)

Blacksburg, VA. 24061

(540) 231-3748

~~~~~


HOKIEMANIA



HOKIEMANIA

White, Locke

From: Dudding, Sharon
Sent: Thursday, April 10, 2008 3:26 PM
To: 'smurvin@toplineshirts.com'
Subject: FW: Art Comps MY U
Attachments: BMOCUVT08001.pdf; BMOCUVT08017.pdf; UVT08061.pdf; BMOCUVT07063.pdf; UVT08077.pdf; UVT08051.pdf; BMOCUVT08009.pdf; BMOCUVT08040 hot.pdf; UVT08070.pdf; UVT08054.pdf; BMOCUVT08033.pdf; BMOCUVT08005.pdf; UVT08063.pdf

Sharona,

I have commented in red beside each item. Please make corrections to the ones not approved and resubmit.

Thank you,
Sharon

~~~~~  
Sharon Dudding  
Licensing Manager  
Virginia Tech  
Southgate Drive (0161)  
Blacksburg, VA. 24061  
(540) 231-3748  
~~~~~

-----Original Message-----

From: Sharona Murvin [mailto:smurvin@toplineshirts.com]
Sent: Thursday, April 10, 2008 2:37 PM
To: Dudding, Sharon
Subject: Art Comps MY U

Good Afternoon,

These are new art comps for pending orders. If you need further information please contact me.

BMOCVT08005 – Mezmorize – Not Approved – We do not want any reference of “if the world should end tomorrow” Also reference of Virginia Tech for Life cannot be used

Maroon men’s s/s tee

Screen print

100% cotton

\$9.00

BMOCUVT08009 – Fo Life – Not Approved – Virginia Tech for Life cannot be use.

Orange men’s s/s tee

Screen print

100% cotton

\$9.00

BMOCUVT08040 – Why I’m Hot - Approved

Maroon women’s s/s tee

Screen print

100% cotton

\$10.50

BMOCUVT08001 – Helmet – Not Approved. Must have registered mark on the VT. Please correct and resubmit

White men's s/s tee

Screen print

100% cotton

\$10.50

BMOCUVT08017 – Gnomies – Approved please make sure the registered mark is on the VT

Maroon men's s/s tee

Screen print

100% cotton

\$9.00

BMOCUVT08033 – Sparkle logo - Approved

Maroon women's tank

Screen print with sugar sparkle

100% cotton

\$9.50

BMOCUVT07063 - Future - Approved

Maroon maternity tee

Screen print

100% cotton

\$11.00

UVT08054 – Rhinestone Shield - Approved

White, orange & maroon women's s/s tee

Screen print and heat pressed rhinestones

100% cotton

\$18.50

UVT08070 – Foil Burst – Not Approved – Artwork needs to be legible. Can you tell me what this says?

Maroon women's s/s tee

Screen print and foil

100% cotton

\$12.50

UVT08077 – Alphabet Soup - Approved

Orange women's s/s tee

Screen print

100% cotton

\$10.50

UVT08051 – Icon Appliqué - Approved
Maroon women's s/s tee
Screen print
100% cotton
\$12.50

UVT08061 – Go Team – Does the Hokie Bird have the registered mark? I cannot make it out on the PDF.
Maroon women's s/s tee
Screen print
100% cotton
\$10.50

UVT08063 – Long Established - Approved
Maroon women's s/s tee
Screen print
100% cotton
\$10.50

Sharona Murvin
MY U Apparel
407-428-9515 x120

PLEASE CHECK PROOF CAREFULLY FOR ARTWORK, SIZING & SPELLING



____ SPELLING

____ PLACEMENT

____ SIZE OF DESIGN

____ COLORS

____ LOCATION OF ™, ® & ©

SIGNATURE FOR APPROVAL _____



VIRGINIA TECH[®]
HOKIES[®]

Design# 8985 BMOCUVT08001

Helmet

Full Front @ 14 x 16.9

Full Back @ 14 x 5.7

Mens White Tee

■ Maroon 209

□ White

■ Gray 430

■ Black

■ Orange 165

□

FRONT



BACK



PLEASE CHECK PROOF CAREFULLY FOR ARTWORK, SIZING & SPELLING



_____ SPELLING	_____ PLACEMENT
_____ SIZE OF DESIGN	_____ COLORS
_____ LOCATION OF ™, ® & ©	
SIGNATURE FOR APPROVAL _____	

Sparkle over text.

Flokiies®

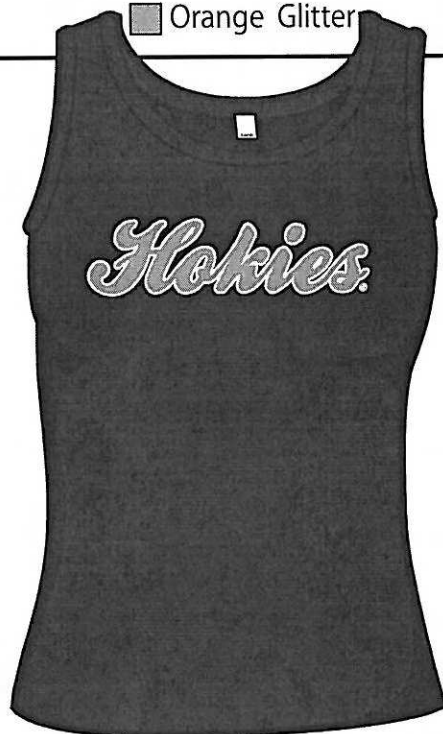
Design# 9023 BMOCUVT08033

Sparkle Script

Center Chest 8" x 2.1"

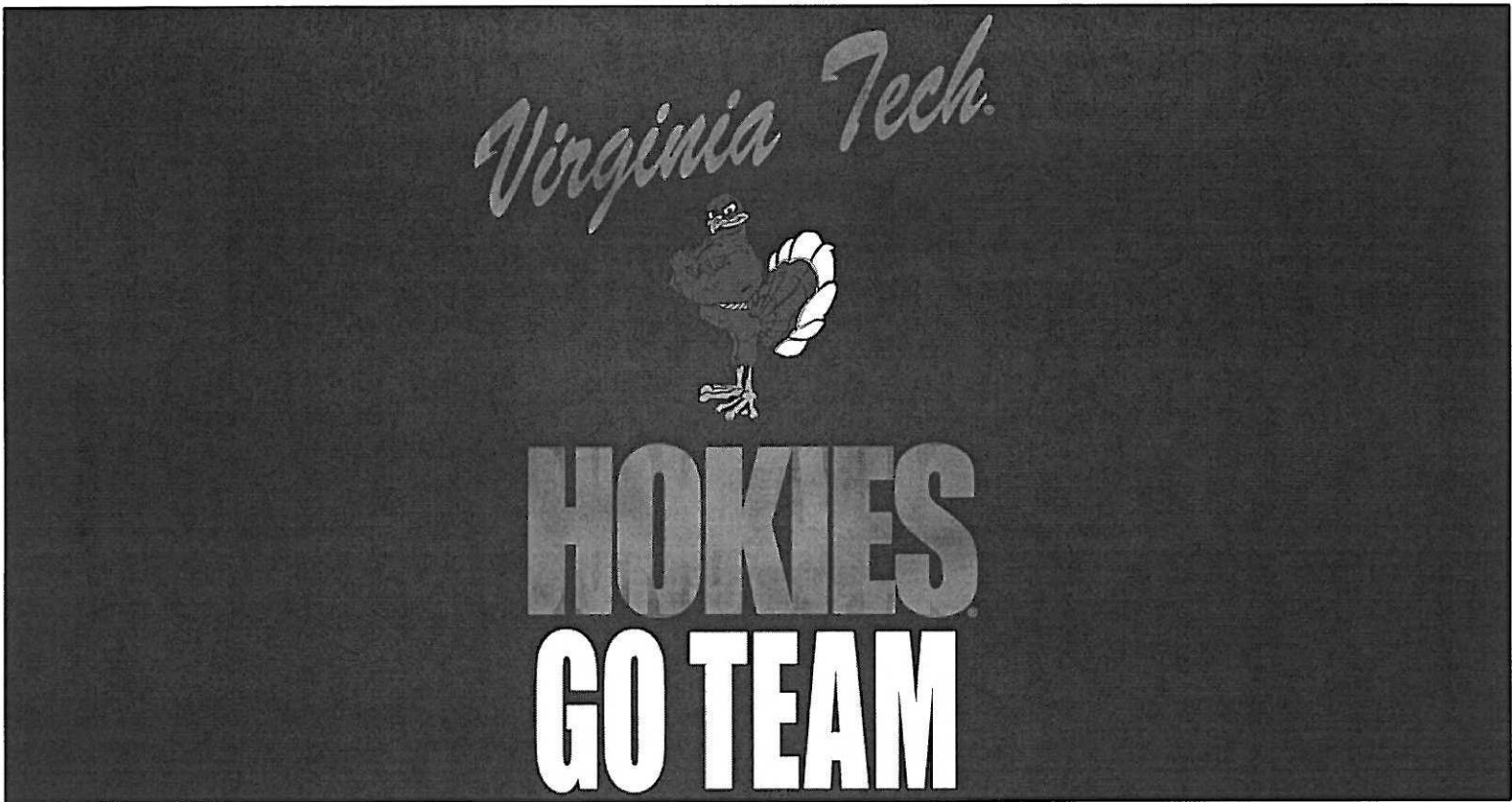
Women's S/S - Maroon

- | | | |
|--|--------------------------|--------------------------|
| <input type="checkbox"/> Base White | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Orange 158 | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> White | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Orange Glitter | <input type="checkbox"/> | <input type="checkbox"/> |





_____ SPELLING	_____ PLACEMENT
_____ SIZE OF DESIGN	_____ COLORS
_____ LOCATION OF ™, ® & ©	
SIGNATURE FOR APPROVAL _____	



Design# 9009 UVT08061
Go Team
Full Front 12" x 17.6"
Women's Tee - Maroon

<input type="checkbox"/> White (Water Based)	<input type="checkbox"/>
<input type="checkbox"/> Orange 158 (Water Based)	<input type="checkbox"/>
<input type="checkbox"/> Maroon 209 (Water Based)	<input type="checkbox"/>
<input type="checkbox"/> Black(Water Based)	<input type="checkbox"/>



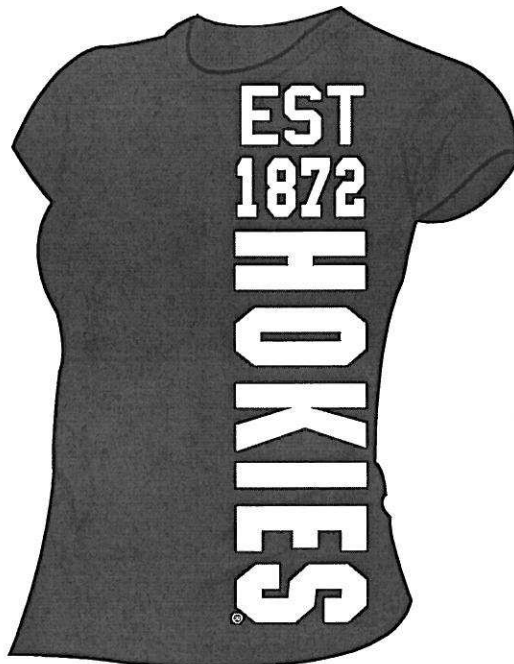
PLEASE CHECK PROOF CAREFULLY FOR ARTWORK, SIZING & SPELLING



_____ SPELLING	_____ PLACEMENT
_____ SIZE OF DESIGN	_____ COLORS
_____ LOCATION OF ™, ® & ©	SIGNATURE FOR APPROVAL _____

EST
1872
HOKIES[®]

Design# 9017 UVT08063	<input type="checkbox"/> White (2 Hits)	<input type="checkbox"/>	<input type="checkbox"/>
Long Est.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Center Chest 4.5" x 19"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Women's Tee - Maroon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



MYU

cutting edge collegiate apparel

_____ SPELLING

_____ SIZE OF DESIGN

_____ LOCATION OF TM, [®] & [©]

_____ PLACEMENT

_____ COLORS

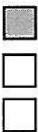
SIGNATURE FOR APPROVAL _____

Future Hokie[®]

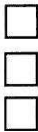


Design# - 9025 / BMOCUVT07063

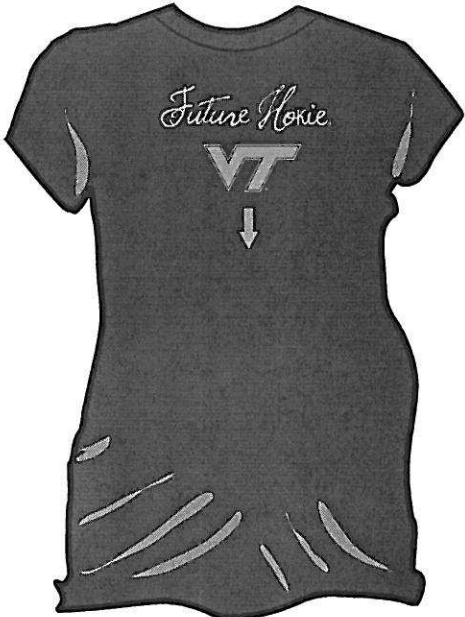
Future
Center Chest @ 6" X 5.6"
Maternity Tee - Maroon




Orange PMS 158 (2x)



FRONT

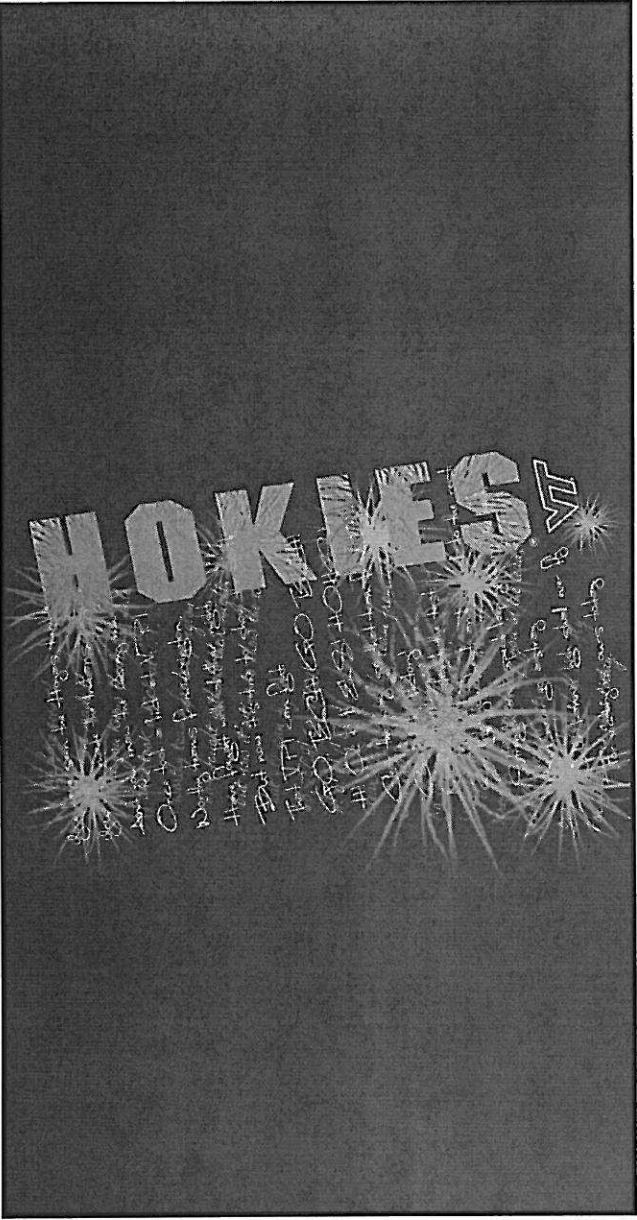




SPELLING _____ PLACEMENT _____

SIZE OF DESIGN _____ COLORS _____

LOCATION OF TM, ® & © _____ SIGNATURE FOR APPROVAL _____



Design# 9012 UVT08070

Foil Burst

Full Front 11" x 16.7"

Women's Tee - Maroon

☐ Base White (for Logo)

☐ Orange 158 WB Discharge

☐ Top White

☐ Maroon 209

☐ Gray Foil Base

☐ Flocking Base

☐ Orange Flock

☐ Silver Foil



PLEASE CHECK PROOF CAREFULLY FOR ARTWORK, SIZING & SPELLING

MYU
cutting edge collegiate apparel

____ **SPELLING**

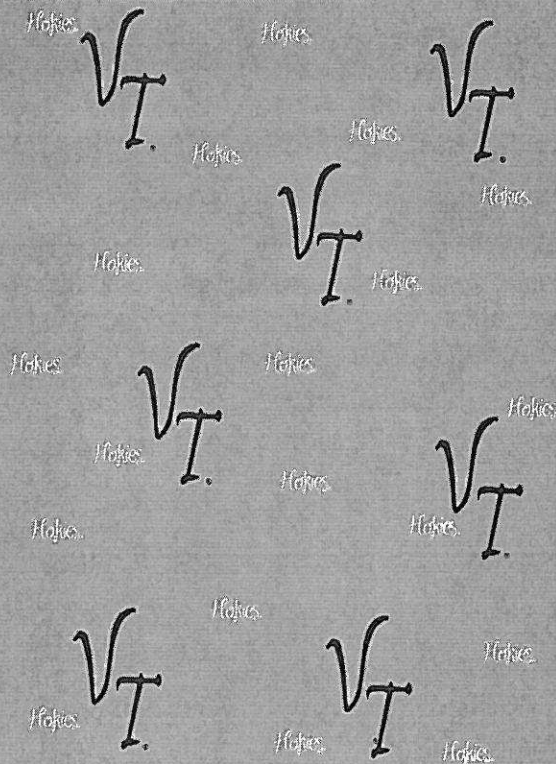
____ **PLACEMENT**

____ **SIZE OF DESIGN**

____ **COLORS**

____ **LOCATION OF TM, ® & ©**

SIGNATURE FOR APPROVAL _____



Design# 9013 UVT08077

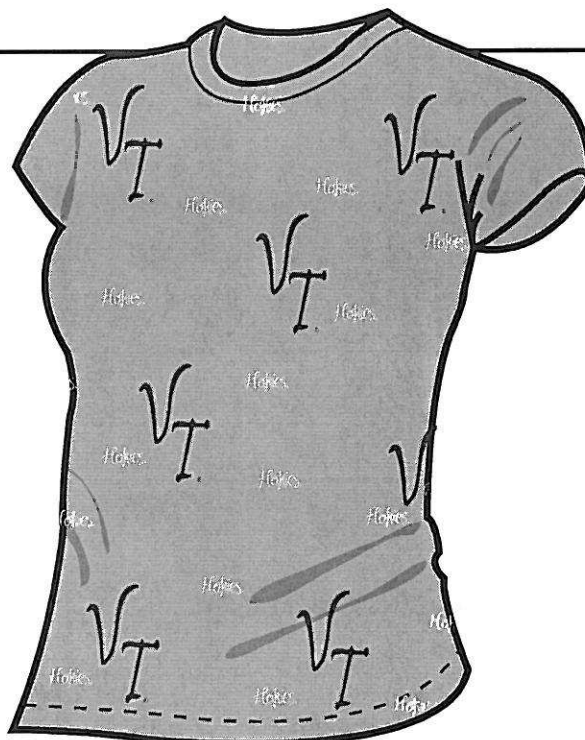
Alphabet Soup

All Over Print @ 15.5" X 21"

Babydoll - Orange

☐ White

☒ Maroon 209



VT 024922

MYU
cutting edge collegiate apparel

____ SPELLING

____ PLACEMENT

____ SIZE OF DESIGN

____ COLORS

____ LOCATION OF TM, [®] & [©]

SIGNATURE FOR APPROVAL _____

Hokies

VT

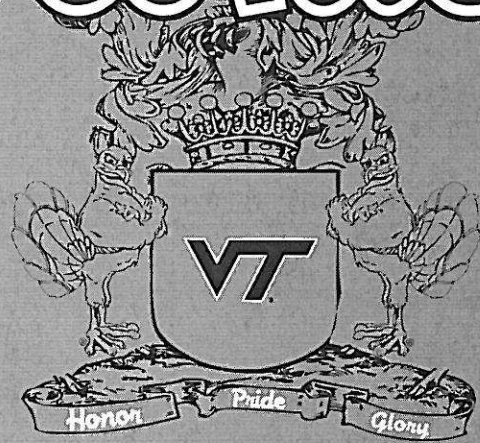
Honor

Pride

Glory

Rhinestones

Hokies[®]



Design#8974 UVT08054

Rhinestone Shield

Center Chest 9" x 8.8"

Women's Tees - White, Orange, and Maroon

☐ Orange 158

☐ Maroon 209

☐ White

☐ Black

☐

☐



White, Locke

From: Dudding, Sharon
Sent: Monday, March 31, 2008 3:57 PM
To: 'Sid Traub'
Subject: FW: cute VT hokie for creeper
Attachments: baby-vt-hokie.jpg

Sid,
The attached artwork is approved.

Please let me know if you have any questions.

Thank you,
Sharon

~~~~~  
Sharon Dudding  
Licensing Manager  
Virginia Tech  
Southgate Drive (0161)  
Blacksburg, VA. 24061  
(540) 231-3748  
~~~~~

-----Original Message-----

From: Sid Traub [mailto:sid@unitedsouvenir.com]
Sent: Monday, March 31, 2008 3:56 PM
To: Dudding, Sharon
Subject: cute VT hokie for creeper

Re-submitted.
thanks

VIRGINIA TECH



future hokie

White, Locke

From: Dudding, Sharon
Sent: Tuesday, August 18, 2009 12:06 PM
To: 'webby5hokies@comcast.net'
Cc: 'design103@signsusainc.com'
Subject: FW: Design
Attachments: Mitch Webb - VT Trailer.pdf

Mitch,

To make this clean, could you update the PDF to reflect changes below before approval is given?
Remove the ribbon from the design.

Add a register mark ® to the Hokie Bird, the VT in the helmet, the word Hokie.
Please also add a TM to the helmet.

Once updated please email back for approval.
Thank you,
Sharon

~~~~~  
Sharon Dudding  
Virginia Tech Licensing & Trademark  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
(540) 231-3748



---

**From:** webby5hokies@comcast.net [mailto:webby5hokies@comcast.net]  
**Sent:** Wednesday, August 12, 2009 8:40 PM  
**To:** Dudding, Sharon  
**Cc:** THOMAS and KIRSTINE Barber  
**Subject:** Fwd: Design

Good Evening Sharon,

My name is Mitch Webb and I live in Mill Creek, VA. I spoke to you on Monday about a tailgate trailer that we are preparing for use at the Hokie football games beginning this fall.

There is a group of us from the Shenandoah Valley that have been tailgating together at Virginia Tech since 1999. You can visit the groups website at [www.valleytribe.net](http://www.valleytribe.net). A total of 21 families and individuals pitched in to purchase and upgrade this trailer for our use.

In our graphic design we want to include some Virginia Tech logo's. I am not licensed to use the graphics, nor is the company we hope to do this work for us- Signs USA in Harrisonburg, VA. This is a one time project on a 6' by 12' trailer. We are respectfully requesting a waiver of the licensing requirements so that we can proceed with our project.

Attached to this email is the graphic proofs for the design of the trailer we are proposing to use. The contact information for the company that will be doing this work for us is listed at the bottom of this email.

The company doing this work has found vector art for most of the Virginia Tech logo's that we want to use (helmet and ribbon). We do not have a high resolution graphic of the Hokie Bird to use as yet. Is there a site or business that you could recommend where we might find this graphic? We could certainly use your assistance with this.

Should you need any further information or have any questions do not hesitate to contact either me or Signs USA. With your approval we can have the graphics installed late next week and ready for opening weekend in Blacksburg.

Thank you for your consideration. I look forward to hearing from you.

Sincerely, Mitch Webb 540/246-1329

----- Forwarded Message -----

From: "Signs USA" <design103@signsusaonline.com>

To: webby5hokies@comcast.net

Sent: Wednesday, August 12, 2009 4:37:24 PM GMT -05:00 US/Canada Eastern

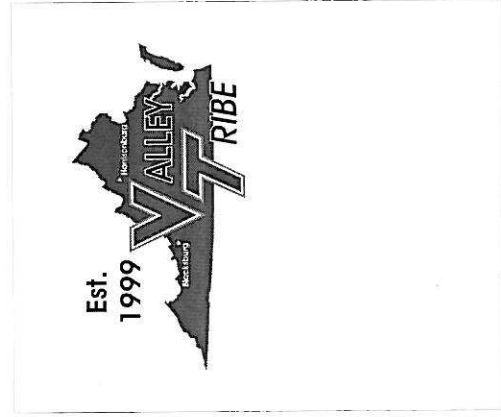
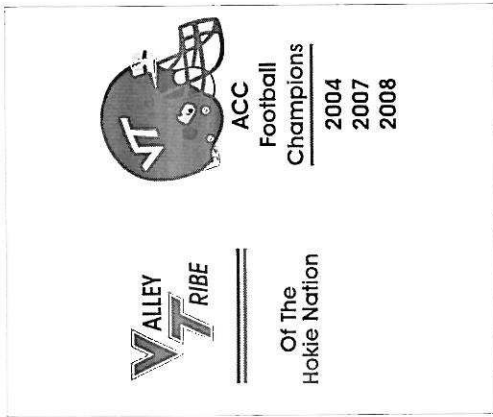
Subject: Design

Mitch,

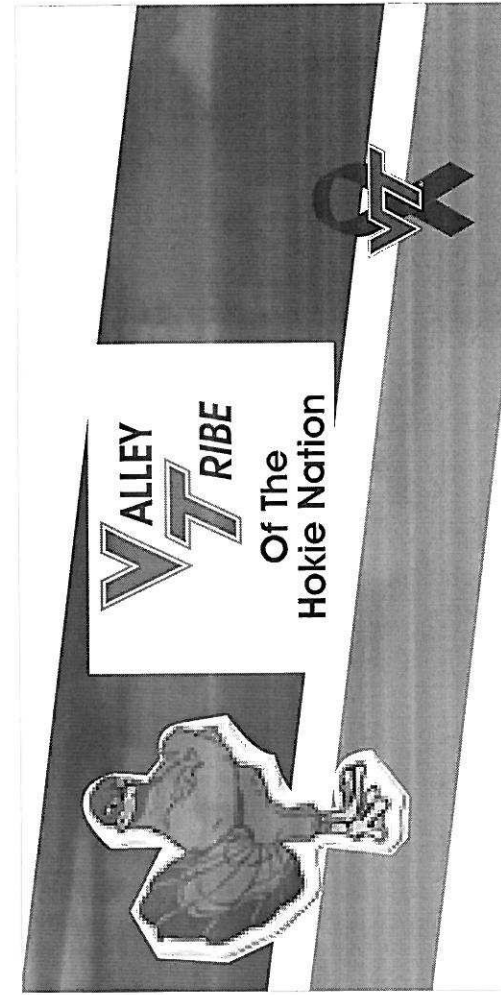
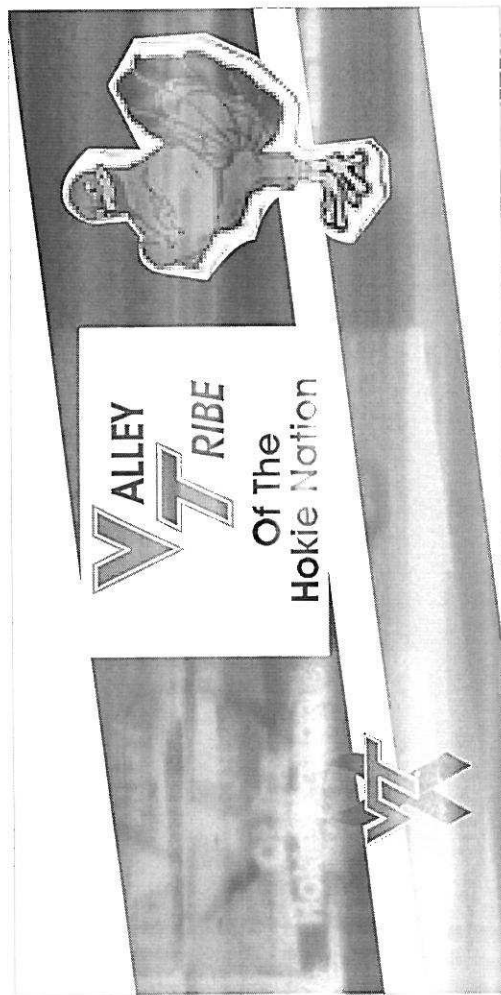
Here's the design that I promised you. All of the graphics are good except for the Hokie Bird. Let me know when you're ready to proceed. Thanks.

Jonathan

Jonathan Huffman  
Production Manager  
**SIGNS USA**  
21 Terri Drive  
Harrisonburg, VA 22802  
Office: (540) 432-6366  
Fax: (540) 568-1863  
[design103@signsusaonline.com](mailto:design103@signsusaonline.com)



Front



Front



## White, Locke

---

**From:** Dudding, Sharon  
**Sent:** Wednesday, April 01, 2009 1:11 PM  
**To:** Townley, Barbara  
**Subject:** FW: Hokie Idol Design  
**Attachments:** Hokie Idol.doc; Hokie Ido\_1l.doc

This email serves as approval for Graphic Expressions in Pearisburg Virginia to use the attached artwork on the t-shirts for the Staff Appreciation Committee here at Virginia Tech. This approval applies only to the attached order. Any additional use of Virginia Tech trademarks by Graphic Expressions will require additional approval from the Office of Licensing and Trademark Administration. Since these t-shirts are for the sole use of the Virginia Tech's Staff Appreciation Committee the purchase is exempt from royalty fees.

Please let me know if you have any questions.  
Thank you,  
Sharon

~~~~~  
Sharon Dudding
Virginia Tech Licensing & Trademark
Licensing Manager
Southgate Drive 0161
Blacksburg, VA 24061
(540) 231-3748



From: Townley, Barbara
Sent: Wednesday, April 01, 2009 12:03 PM
To: Dudding, Sharon
Subject: Hokie Idol Design

Sharon,

Per our conversation, attached are the two logo's that we would like to use on the t-shirts for prizes to give away to the Hokie Idol winner(s).

I'm still in the planning stages, but Graphic Expressions out of Pearisburg, Virginia appears to be the least expensive to work with. The phone number is 540-921-0050. I can't recall the woman's name. She did indicate that before she could work with us, she wanted a letter confirming that it was o.k. to print the shirt using the design. She has indicated that VT has not been allowed to work with her in the past. If she is not licensed with VT, does this mean that we can't use her?

Thank you Sharon.

*Barbara Townley, Enrollment Services Assistant
Virginia Tech, Pamplin Undergraduate Programs, 1046 Pamplin MC 0209, Blacksburg, VA 24061
Phone: 540-231-6195, Fax: 540-231-4487*

HOCKEY® IDOL

Team Winner - 2009

White, Locke

From: Dudding, Sharon
Sent: Thursday, April 16, 2009 8:32 AM
To: lsgrist@gmail.com
Subject: FW: iHokiePokey T-shirts
Attachments: ihokie copy.jpg; ihokie copy.jpg

This email serves as approval for Jamsport to use the attached artwork on a t-shirts for the Virginia Tech's All Girl Competitive Cheerleading team. This approval applies only to the attached order. Any additional use of Virginia Tech trademarks by Jamsport will require additional approval from the Office of Licensing and Trademark Administration. Since these t-shirts are used for the Virginia Tech's All Girl Competitive Cheerleading team they are exempt from royalties.

Please let me know if you have any questions.
Thank you,

Sharon Dudding
Licensing Manager
Virginia Tech
540-231-3748

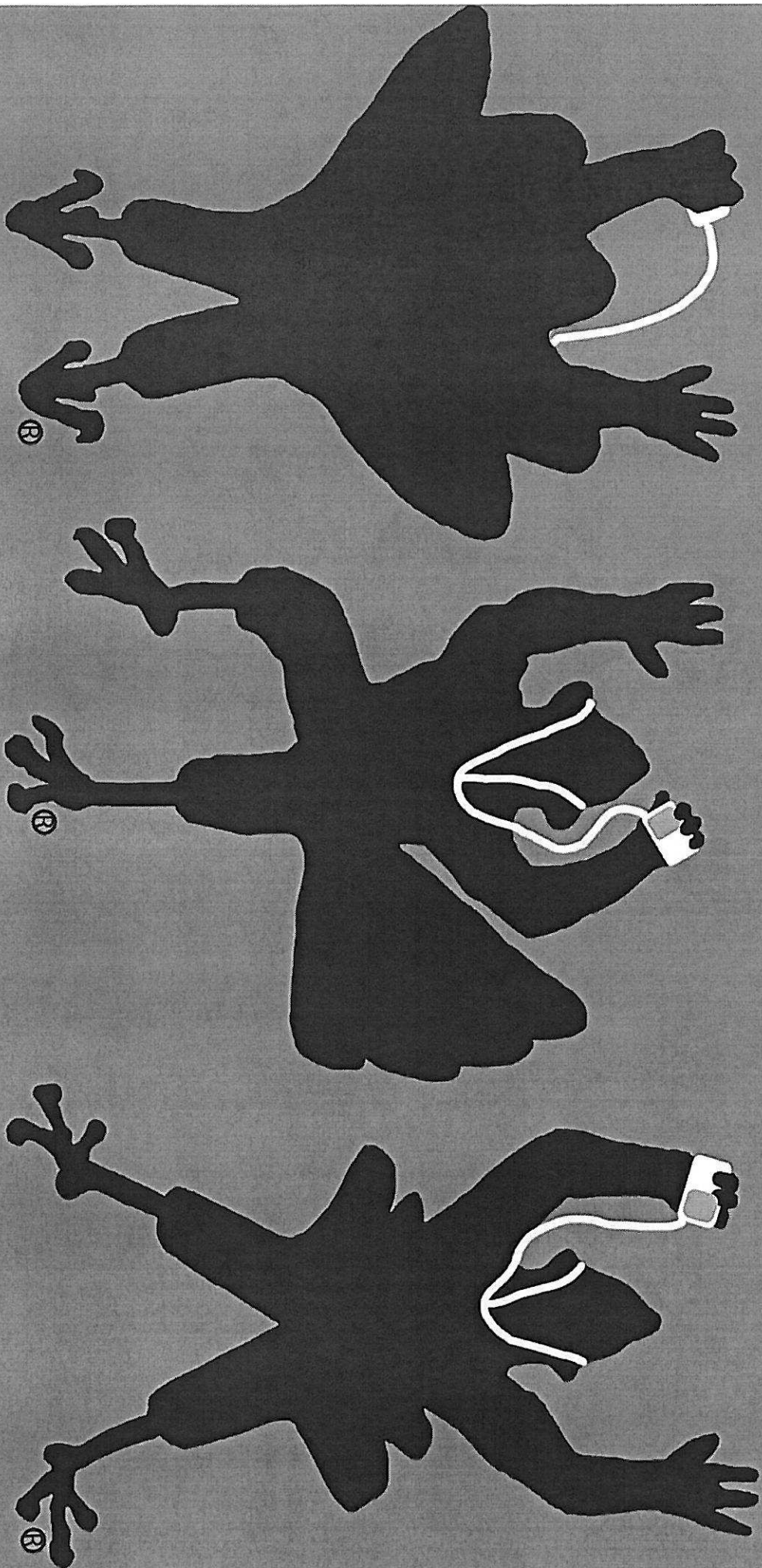
-----Original Message-----

From: Lauren Grist [mailto:lsgrist@gmail.com]
Sent: Wed 2009-04-15 16:16
To: Dudding, Sharon
Subject: iHokiePokey T-shirts

Hi,
Here is the design with the R's at the bottom of each bird and the word hokie. Let me know if theres anything else that we need to change. Also, if it is possible could i get a letter of approval to give to Jamsport? Thanks

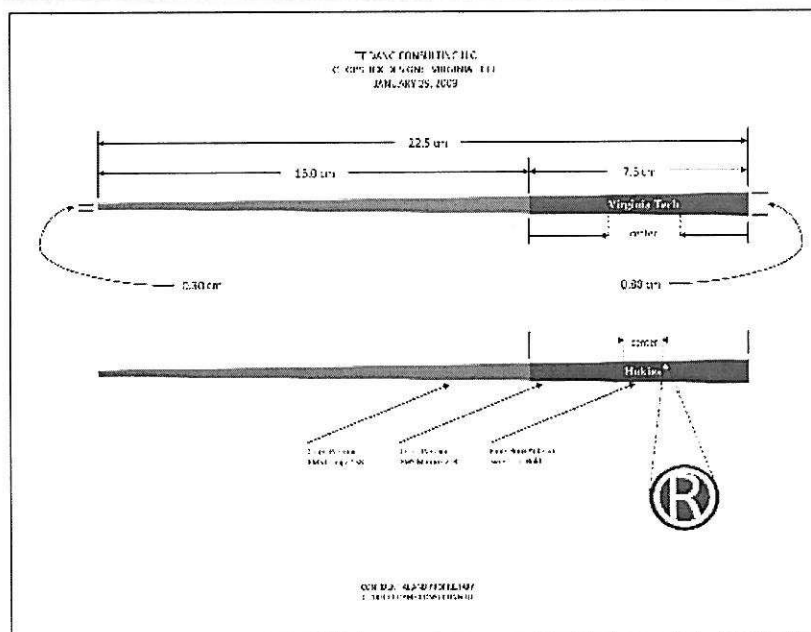
Lauren Grist
All Girl Competitive Cheerleading at Virginia Tech

ihokiePokie



Design 090129 for Virginia Tech

Status - Approved



Phone 202-320-6452
Email aguito@yahoo.com
CC aguito@yahoo.com

Brand Jomon
Country of origin China
Wholesale price 0.0
Retail price 0.0
Minimum
Distribution On-campus bookstore,
Ship date
Submitted to Virginia Tech
Submitted file [Chopstick_VirginiaTech_090129b.pdf](#)

DESIGN INFORMATION

Graphic name Chopstick Design: Virginia Tech
Design number 090129
Application method Hot Transfer Printing
Design placement Hot Transfer Printing
Colors used Pantone PMS 208; Pantone PMS 158

HISTORY

June 01, 2009 15:29: Status changed to Approved (lowhite@vt.edu)
June 01, 2009 14:40: Submission created from Chopstick_VirginiaTech_090129b.pdf

White, Locke

From: Dudding, Sharon
Sent: Tuesday, March 11, 2008 10:39 AM
To: White, Locke
Subject: FW: New Licensee Question
Attachments: VTlunchBox.jpg; VTworkbox.jpg

On this one, the artwork for the t-shirt, is this ok? Especially, the first one VTlunchBox.
Also I know I need to tell them to put the registered mark beside Hokie on both of them.

~~~~~  
Sharon Dudding  
Licensing Manager  
Virginia Tech  
Southgate Drive (0161)  
Blacksburg, VA. 24061  
(540) 231-3748  
~~~~~

-----Original Message-----

From: Chris [mailto:chris@tigertowngraphics.com]
Sent: Tuesday, March 11, 2008 10:23 AM
To: Dudding, Sharon
Subject: New Licensee Question

Hi Sharron, had a couple of questions for you....one is in regards to the 2 lunch pail designs attached- wanted to see if these would be approved.

And the second question pertains to the \$250 advanced royalty check...should this be mailed with the signed contract to your office- or does it go to the licensing group (where all the royalty payments go) and also who should it be made out to? - Got a little confused as to who and where this goes.

Thanks-Chris

chris bandy
tigertown graphics
360 college ave.
clemson, sc 29631
chris@tigertowngraphics.com
864-650-6566 p
864-654-7480 f

You'd better
pack your lunch,
or Your Grass
Is OURS!



HOKIE FOOTBALL

White, Locke

From: Dudding, Sharon
Sent: Wednesday, August 13, 2008 7:43 AM
To: Suroski, Daniel
Subject: FW: Restricted Poster
Attachments: HSPC_SIGN_Final.pdf

Danny,
You may use the attached PDF for your sign at the print center.
Please let me know if you have any questions.
Thank you,
Sharon

~~~~~  
Sharon Dudding  
Virginia Tech Licensing & Trademark  
Licensing Manager  
Southgate Drive 0161  
Blacksburg, VA 24061  
(540)231-3748  
~~~~~

-----Original Message-----

From: Suroski, Daniel
Sent: Tuesday, August 12, 2008 4:55 PM
To: Dudding, Sharon
Subject: FW: Restricted Poster

-----Original Message-----

From: Brett L. Thompson [mailto:brettt@vt.edu]
Sent: Tuesday, August 12, 2008 3:26 PM
To: Suroski, Daniel
Subject: RE: Restricted Poster

>
>Hey Brett,
>
>Could you get me the new poster today.
>Thanks
>
>_____
>
>From: Brett L. Thompson [mailto:brettt@vt.edu]
>Sent: Tue 2008-08-12 09:12
>To: Suroski, Daniel
>Subject: Restricted Poster
>
>
>
>
>--
>Brett L.Thompson
>University Printing Services

>1425 S. Main St. (0243)
>Blacksburg, VA 24061
>540-231-5803
>Fax: 540-231-5220

--
Brett L.Thompson
University Printing Services
1425 S. Main St. (0243)
Blacksburg, VA 24061
540-231-5803
Fax: 540-231-5220

HOKIE[®] STUDENT



PRINT CENTER

**PARTICIPATION AGREEMENT
(NATIONAL CHAMPIONSHIP PROGRAM)**

This is an Agreement between Virginia Polytechnic Institute and State University, an agency of the Commonwealth of Virginia, having a principal place of business at Plaza One, Bldg. C, Ste. 3, 200 Country Club Dr., MC 0161, Blacksburg, VA 24061 (AUniversity≡) and The Collegiate Licensing Company, a corporation organized under the laws of the state of Georgia, having its principal place of business at 320 Interstate North, Suite 102, Atlanta, Georgia 30339 (ACLC≡).

WHEREAS, University owns and has the right to license the use of certain designations including names, designs, trademarks, service marks, logographics, mascots, symbols and other AIndicia,≡ as hereinafter defined; and

WHEREAS, CLC has established licensing procedures and programs designed to maximize licensing programs for universities that have won National Championships; and

WHEREAS, in the event that University wins the college football National Championship, CLC desires to serve as University=s exclusive agent to license the use of its Indicia, when used in a "National Championship" context, in connection with the marketing of various articles of merchandise and the conduct of certain promotions; and

WHEREAS, University is willing to have CLC act as University=s exclusive agent to license the use of the Indicia in such manner as to preserve the integrity, character and dignity of University and maintain the reputation of the Indicia as designating high quality merchandise.

NOW, THEREFORE, in consideration of the parties= mutual covenants and undertakings, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. DEFINITIONS

(a) AIndicia≡ means the names, designs, trademarks, service marks, logographics, mascots, symbols and other indicia owned by University including those set forth in Appendix A.

(b) ATerritory≡ means the United States of America, its territories, and possessions, the Commonwealth of Puerto Rico, and United States military bases abroad.

2. GRANT OF AUTHORITY / CLC OBLIGATIONS - In the event that University wins the college football National Championship, University authorizes CLC to serve as University=s exclusive agent to appoint licensees to use the Indicia, only in a "National Championship" context, on and in connection with merchandise sold and promotions conducted in the Territory. CLC's obligations include (i) preparation and implementation of a comprehensive marketing plan, (ii) administration of license agreements, (iii) accounting and payment of royalties, (iv) auditing of a mutually agreed upon number of licensees, enforcement of local marketplace, and (v) maximizing

promotional licensing opportunities, retail sales efforts and ancillary marketing programs such as locker room and collectibles. The program described herein would become operative following a National Championship win, and is thus separate from the Sugar Bowl licensing program.

3. APPROVALS - CLC agrees that it will permit the use of the Indicia only in connection with merchandise and promotions of the kind or character approved by University. University shall retain sole authority to approve or disapprove of the style, presentation and use of the Indicia on and in connection with all products, promotions, advertising and promotional materials. In addition, University shall retain sole authority to approve or disapprove the quality of the products to be distributed or sold. Samples of all such products, promotions, advertising and promotional materials must be approved in advance by University. Recognizing the time constraints of production schedules, University shall have five (5) days from receipt of a sample for approval in which to reject said sample. In the absence of rejection, or upon earlier written approval, the sample shall be deemed as accepted to serve as an example of quality for that item.

4. PAYMENTS

(a) With regard to the revenue received by CLC resulting from use of the Indicia from licensees during the Term, and any extensions and/or renewals, of this Agreement, CLC shall pay to University seventy-five percent (75%) of all revenues generated as a result of the use of the Indicia.

(b) Payments due University hereunder will be made to University quarterly within thirty (30) days following each calendar quarter and will be accompanied by a report setting forth activities resulting in said revenue and any other information as appropriate to enable an independent determination of the amounts due hereunder. CLC will keep records of operations hereunder for at least three (3) years after the date of payment and will make such records reasonably available during normal business hours for examination by a representative of University to the extent necessary to verify the payments herein provided.

(c) To the extent permitted by law, the University agrees that it will not disclose the terms of Paragraph 4 to other persons or entities without the prior consent of CLC, which consent will not be unreasonably withheld.

(d) All amounts payable to University will be paid by check made payable to University, and sent to the attention of Mr. Locke White at the address set forth above.

5. TERM - This Agreement will begin effective the date of the last signature below and will expire on June 30, 2000, unless sooner terminated or extended.

6. TERMINATION OR EXPIRATION - Upon termination or expiration, all rights of CLC will terminate, except that CLC will continue to manage any license agreements having terms that extend beyond the Term and to participate in its share of revenues from said agreements.

7. RELATIONSHIP OF PARTIES - Nothing herein shall give CLC any right, title, or interest in any Indicia of the University except the limited interest specifically stated in this Agreement, and

all uses of the Indicia will inure to the benefit of University. This Agreement will not be construed to place the parties in the relationship of partners or joint venturers. It is understood that CLC is acting as an independent contractor.

8. WARRANTIES AND INDEMNIFICATIONS

(a) University represents and warrants that it owns and has all rights in and to the Indicia and that it has the right to grant the rights herein granted to CLC. University further represents that no other person or firm has right or authority to represent University with respect to the Indicia in such a capacity that would be in conflict with this Agreement.

(b) CLC agrees to defend, indemnify and hold University, its directors, officers, employees, agents, subsidiaries and affiliates, harmless from and against any claims, liabilities, judgments, penalties and taxes, civil and criminal, and all costs and expenses (including, without limitation, reasonable attorney=s fees) which may arise out of any negligent actions by CLC in connection with its activities performed under this Agreement.

(c) CLC will require that each licensee have and maintain Commercial General Liability insurance, including product liability, and that each said licensee name University as an additional insured party thereon. CLC will name University as an additional insured party on its Commercial General Liability insurance policy.

9. NOTICES - All notices and statements to be given and all payments to be made hereunder, will be given or made at the respective addresses of the parties as set forth above unless notification of a change of address is given in writing. Any notice will be sent by registered or certified mail, or by mailgram, telex, TWX, telegram, facsimile, or nationally recognized overnight delivery service, and will be deemed to have been given at the time it was mailed or transmitted.

10. SEVERABILITY - In the event any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable herefrom and the remainder of this Agreement will be deemed and remain fully valid and enforceable.

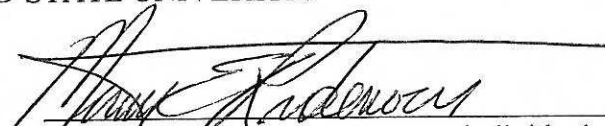
11. INTEGRATED AGREEMENT - This Agreement constitutes the entire agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between the University and CLC. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified except expressly in writing and signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach thereof will not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach. Paragraph headings are for convenience only and will not add to or detract from any of the terms or provisions of this Agreement. When necessary for appropriate meaning, a plural will be deemed to be the singular and a singular will be deemed to be the plural.

12. APPLICABLE LAW - This Agreement will be construed in accordance with the laws of the

state of Virginia.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

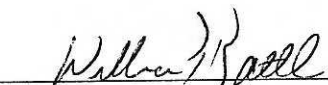
VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY

By:  [Seal]
(Signature of officer, partner, or individual
duly authorized to sign)

Title: Executive V.P.

Date: 11/18/99

THE COLLEGIATE LICENSING COMPANY

By: 
(Signature of President or officer duly
authorized to sign)

Title: President

Date: 11-22-99

APPENDIX A - INDICIA

University owns or has the right to license the use of the following Indicia.

VERBIAGE

Virginia Polytechnic Institute and State University™

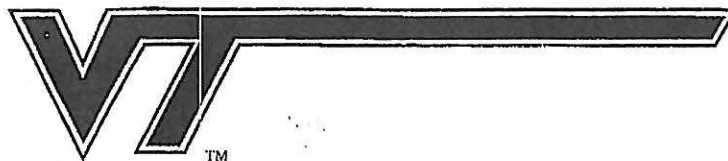
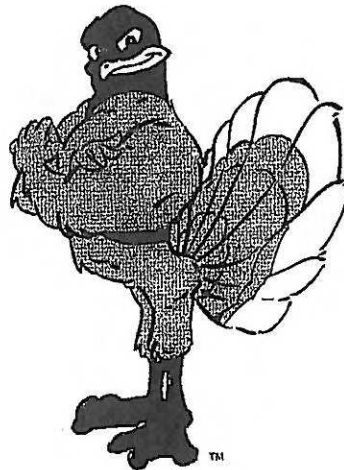
Virginia Tech™

Hokies™

Virginia Tech Hokies™

Gobblers™

Fighting Gobblers™

GRAPHICS

Dudding, Sharon

From: Dudding, Sharon
Sent: Thursday, May 29, 2008 7:11 AM
To: 'Chris'
Subject: FW: new design
Attachments: VTButteredBiscuits2.jpg

Chris,
You now need to submit your designs through trademarxonline.com.
Also our artwork is accessible on there as well.

Thank you,
Sharon

~~~~~  
Sharon Dudding  
Licensing Manager  
Virginia Tech  
Southgate Drive (0161)  
Blacksburg, VA. 24061  
(540) 231-3748  
~~~~~

-----Original Message-----

From: Chris [<mailto:chris@tigertowngraphics.com>]
Sent: Tuesday, May 27, 2008 11:53 AM
To: Dudding, Sharon
Subject: new design

Hi Sharon, please see attache new design...let me know if this is approved. Thanks-Chris

chris bandy
tigertown graphics
360 college ave.
clemson, sc 29631
chris@tigertowngraphics.com
864-650-6566 p
864-654-7480 f



This is a black and white advertisement for "Buttered Biscuits". On the left, a large, stylized fork is shown, with the words "Hokie Girls" written in a cursive font inside the bowl of the fork. To the right of the fork, the text "ARE BETTER THAN" is written in a bold, sans-serif font. Below this, the words "Buttered Biscuits" are written in a large, white, cursive script font. To the right of the text, there are three biscuits: one round, one rectangular, and one irregularly shaped. Below the biscuits is the "VT" logo in a white, stylized font. To the right of the "VT" logo, the text "100% MADE FROM SCRATCH HOME GROWN GOODNESS" is written in a small, sans-serif font.

White, Locke

From: White, Locke
Sent: Thursday, December 09, 2010 12:34 PM
To: 'Rick Barakat'
Subject: RE: Question about Virginia Tech merchandise
Attachments: image001.jpg; image002.jpg

Agree.

Sorry for the briefness but I am slammed with the lawsuit.

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark (0161)
202C Media Building
Blacksburg, VA 24061
(540) 231-3748



From: Rick Barakat [mailto:RBarakat@ISPSports.com]
Sent: Thursday, December 09, 2010 12:19 PM
To: White, Locke
Subject: RE: Question about Virginia Tech merchandise

Locke,
Just fyi, I have some trepidation about the operations of this group. We have had to police them for usage of marks/logos/names in their ads. To clarify, we do not allow all of our sponsors these benefits...it requires an investment level and that includes the use of terms like "Go Hokies" that feature trademarked names. Please monitor this closely and let me know if I can assist or be involved with any of the usage approvals in these ads. I understand your position on retailers but we need to make sure it doesn't turn into usage that is of marketing, promotional and advertising benefit to the advertisers.

Thanks,
Rick

From: White, Locke [mailto:lowwhite@vt.edu]
Sent: Thursday, December 09, 2010 8:04 AM
To: 'Chris Church'
Cc: Richards, Melissa; Crow, Cecelia; Hincker, Larry; Rick Barakat; Dudding, Sharon
Subject: RE: Question about Virginia Tech merchandise

Chris,

We understand that the ad is proprietary but we ask that before you run it you see something in writing from us granting permission if it has one of our registered trademarks on it. If you cannot show us the ad then the onus will be on the advertiser to come to us for that permission. All they need to do is to send me an email with the artwork and I will usually reply the same day.

Our University Bookstore will not need permission and can use our trademarks as they see fit. There are a number of other retailers selling our Hokie products that we would encourage them to use the trademarks but we just need to look over their shoulder. Other retailers/advertisers that are not carrying our products and want to just benefit from the association with us obviously we would not allow their use. This might include convenience stores and mom and pop stores.

Any questions just let me know.

Thanks

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark (0161)
202C Media Building
Blacksburg, VA 24061
(540) 231-3748



From: Chris Church [mailto:Chris.Church@roanoke.com]
Sent: Tuesday, December 07, 2010 4:27 PM
To: White, Locke
Subject: RE: Question about Virginia Tech merchandise

Hi Locke,

I just wanted to quickly follow up concerning us sending you ads with VT merchandise for approval.

Unfortunately, we can't send you a customer's ad proof for approval since the ad is proprietary between The Roanoke Times and that particular customer. What we can do is communicate with our customers and make sure they understand that they need your approval to run any photos featuring VT merchandise in their advertising.

We want our customers who are advertising the VT brand to communicate directly with the university to ensure any and all graphics that come to us are "pre-approved" by you and your staff. Please let me know if you have any questions and thanks again for your help!

-Chris

Christopher Church
Design Team Leader
The Roanoke Times | roanoke.com
(P) 540-777-6834
(F) 540-981-3204
chris.church@roanoke.com

From: White, Locke [mailto:lowwhite@vt.edu]
Sent: Monday, December 06, 2010 11:44 AM
To: Chris Church
Subject: RE: Question about Virginia Tech merchandise

Chris,

See answers below in red.

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark (0161)
202C Media Building
Blacksburg, VA 24061
(540) 231-3748



From: Chris Church [mailto:Chris.Church@roanoke.com]
Sent: Monday, December 06, 2010 11:39 AM
To: White, Locke
Subject: RE: Question about Virginia Tech merchandise

Hello Locke,

Sorry for the confusion! We are trying to look out for our advertisers and ensure that those retailers who want to use VT products, logos and expressions (Go Hokies) in their advertising have an official business relationship with the university and it is documented.

Thanks.....We really appreciate it.

Just so I understand, if the products shown in the ads are officially licensed then the advertiser can show them in their ads without being listed as a sponsor on this website <http://www.hokiesports.com/sponsors/> ?

That is correct because we love it when people sell our licensed stuff! Again though, we need to look at the ad first for approval.

Do you have a list of official retailers who are allowed to showcase VT merchandise? It would just help us know who can/can't use pics of the merchandise in ads. We won't always know if something is officially licensed. Any info you can give on this would be very helpful!

Our website (<http://www.branding.unirel.vt.edu/licensing/licensees.html>) has a list of retailers which should take care of 99% of the retailers who advertise with you guys.

We can send you the ads but with our tight deadlines I didn't want to bombard you or the staff with approving a bunch of ads at deadline. The current ad that needs approval is attached. Please let me know if it's good to run. Thanks so much, Locke!

FYI the ad is fine.....Again thanks!

Christopher Church
Design Team Leader
The Roanoke Times | roanoke.com
(P) 540-777-6834
(F) 540-981-3204
chris.church@roanoke.com

From: White, Locke [mailto:lowwhite@vt.edu]
Sent: Monday, December 06, 2010 11:22 AM
To: Crow, Cecelia; Chris Church
Subject: RE: Question about Virginia Tech merchandise

Chris,

Thanks for contacting us and I was a little confused with this last week when this issue came through Jeremy. Since those are licensed products the retailer can use our logos in the merchandising/advertising. We just ask that the retailer and/or The Roanoke Times let us look at the ad for approval before it runs.

Just shoot the ad my way and again sorry that there was some confusion.

Locke White
Director of Licensing
Virginia Tech Licensing & Trademark (0161)
202C Media Building
Blacksburg, VA 24061
(540) 231-3748



From: Crow, Cecelia
Sent: Monday, December 06, 2010 11:15 AM
To: Chris Church
Cc: White, Locke
Subject: RE: Question about Virginia Tech merchandise
Importance: High

Chris –

Yes, you do need to become an official licensee to offer merchandise using the word Hokie or use the Virginia Tech athletic or university marks. I've copied Locke White, Licensing Manager, on your request.

Thank you,
Cecelia

Cecelia H. Crow
Brand Marketing Manager
University Relations
202-A Media Building
Blacksburg, VA 24061
540/231-3899



From: Chris Church [mailto:Chris.Church@roanoke.com]
Sent: Monday, December 06, 2010 11:04 AM
To: Crow, Cecelia
Subject: Question about Virginia Tech merchandise

Hello Cecelia,

My name is Chris Church and I work at The Roanoke Times. I was referred to you by Andy Hollander and I hope you can help me answer a question about some VT merchandise.

I have attached a picture that the Willow Grove store would like to show in their ad. I understand from speaking with Jeremy Wells that no advertiser can use the words "Go Hokies" or picture the mascot or the "VT" logo without being a sponsor. I checked the VT sponsorship page and Willow Grove is not listed in the Retail Sales section.

I was wondering if showcasing this merchandise was considered a different situation and if they're allowed to show the merch in this ad. Any help you could give on this would be greatly appreciated. Thanks and have a wonderful day!

Christopher Church
Design Team Leader
The Roanoke Times | roanoke.com
(P) 540-777-6834
(F) 540-981-3204
chris.church@roanoke.com



School: Virginia Tech

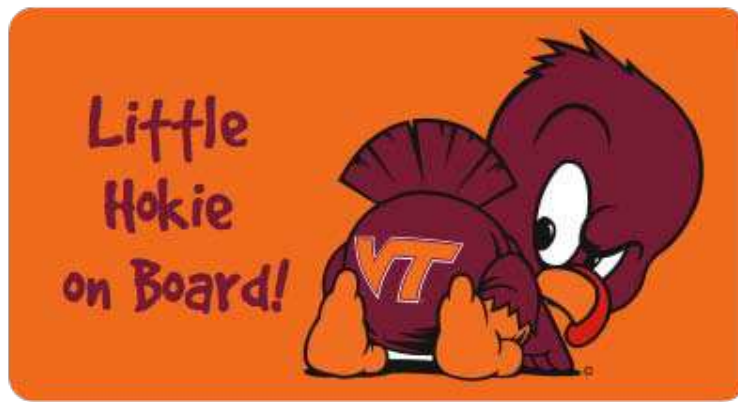
Product: Ceramic Photo Frame

Item Number: 2PFJ903

Colors: Pantone 209 Maroon, 158 Orange,
485 Red, Black, White

licensor Notes
REGISTERED.

Hokie is registered. ALL TRADEMARKS ARE



School: Virginia Tech

Product: Car Magnet

Item Number: 2AMJ903

Colors: Pantone 209 Maroon, 158 Orange,
485 Red, Black, White

**Licenser
Notes**

Hokie is registered. ALL
TRADEMARKS ARE
REGISTERED.

FC

APC01695033 X4 6.9"H x 13.9"W
NAN 04-04-08 GADDY RUSSELL

SCREEN 1. ORANGE
SCREEN 2. WHITE
SCREEN 3. BLACK
SCREEN 4. CHICAGO MAROON
SCREEN 5. WHITE BASE

CT1000-578



Licensor Hokie is registered

Notes

LEFT
CHEST

APC01719689 X4 1.8"H x 3.0"W
NWW 06/17/08 APPELBAUM, RICHIE

CK2003-578

SCREEN 1. WHITE

SCREEN 2. LIGHT ORANGE

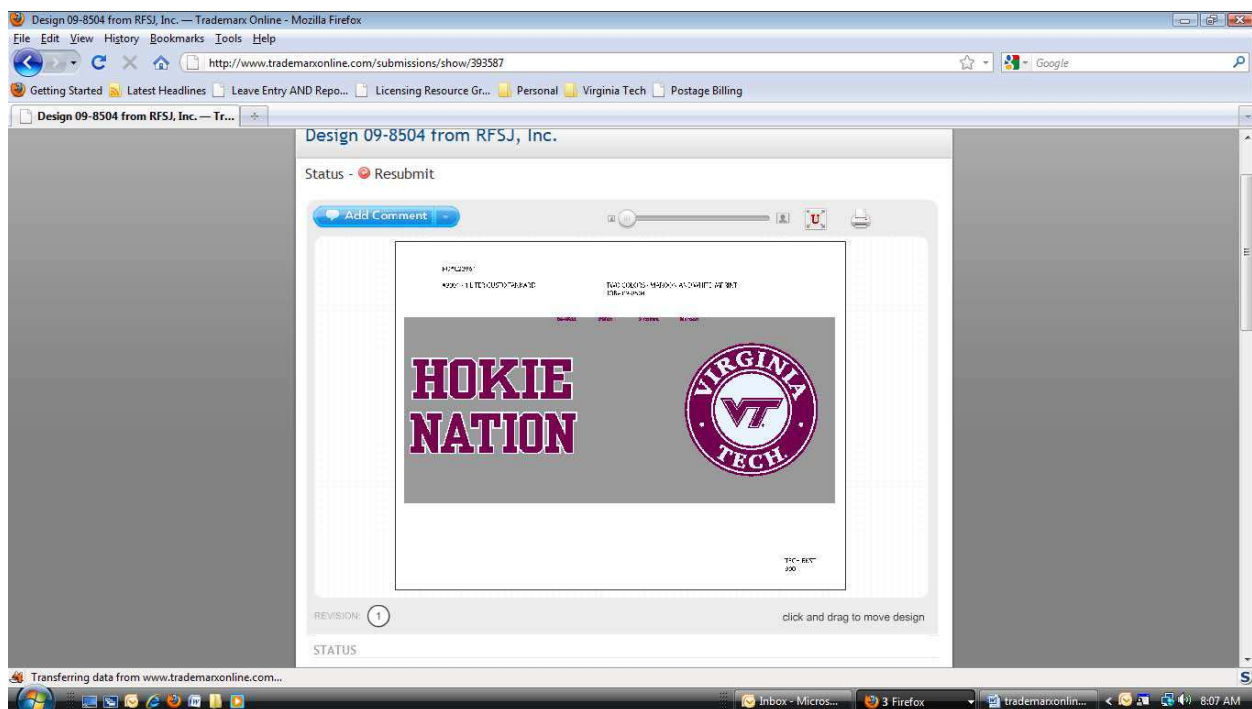
SCREEN 3. BLACK

SCREEN 4. DARK MAROON

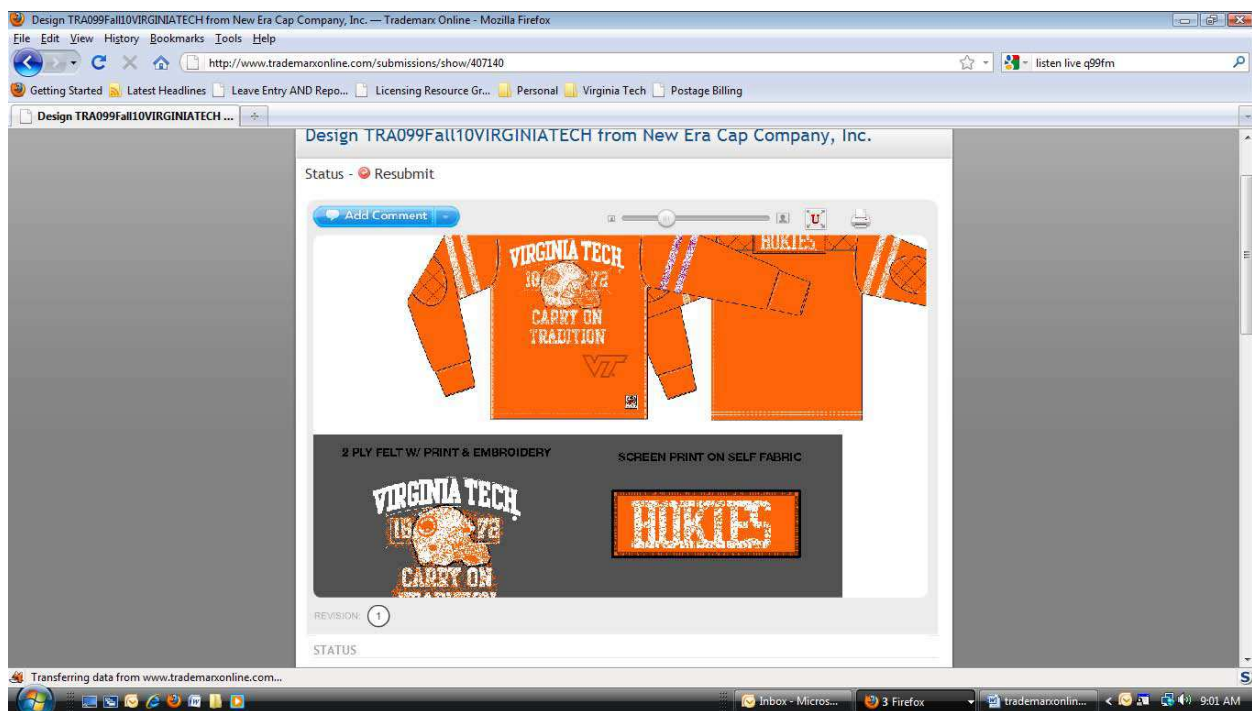
SCREEN 5. WHITE BASE



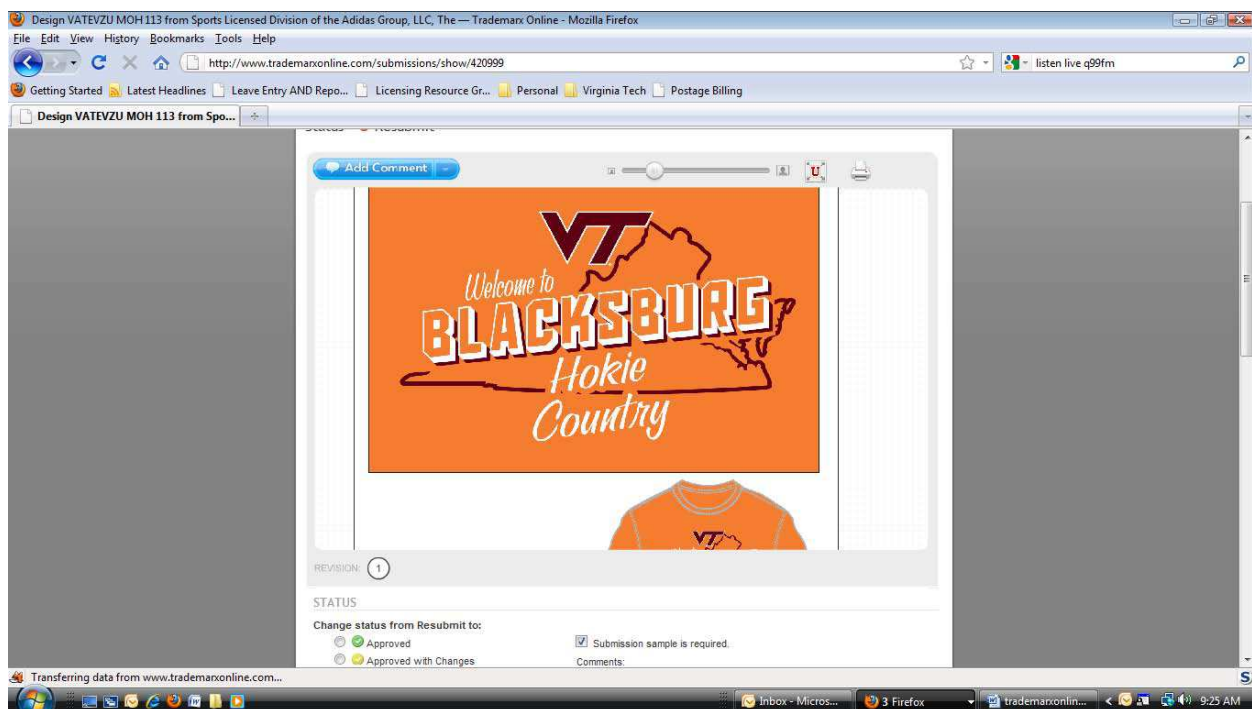
Licensors Notes Hokie is registered



Licensors Notes ALL TRADEMARKS ARE REGISTERED....PLEASE REVIEW OUR ARTWORK PAGE ON TRADEMARX ONLINE BEFORE SENDING ANY MORE.



Licenser Notes Hokie is registered



Licensors Notes ALL TRADEMARKS ARE REGISTERED....PLEASE REVIEW OUR ARTWORK PAGE ON TRADEMARX ONLINE BEFORE SENDING ANY MORE.